



IDAHO TRANSPORTATION DEPARTMENT (ITD)
INVITATION TO BID (ITB)
REQUISITION# E-083480

JANITORIAL AND LAWN CARE SERVICES
MALAD SUMMIT AND CHERRY CREEK REST AREAS

October 20, 2009

ALL sealed bids must be received by 5:00 PM MDT on November 19, 2009. Sealed bids will be opened at 10:30 AM MDT on November 20, 2009 at Business and Support Management, Purchasing Unit, at 3311 West State Street in Boise. **The scope of work consists of Janitorial, Minor Maintenance, Lawn Care, Landscaping, and Snow Removal at the Malad Summit and Cherry Creek Rest Areas in accordance with the plans and specifications contained herein.**

Public Works License is NOT required

MANDATORY PRE-BID CONFERENCE – November 3, 2009 AT 10:00 AM MDT
MALAD SUMMIT REST AREA

Bids received from Contractors not in attendance will not be accepted.

Contact Jason Williamson, Purchasing, for clarification of bid requirements at (208) 334-8081.

All Questions relating to bid specifications must be faxed to: (208) 287-3865 or emailed to: jason.williamson@itd.idaho.gov

ALL QUESTIONS must be received **NO LATER THAN** November 4, 2009 at 5:00 PM MDT.

FOR BID UPDATES, ADDENDUMS, BID RESULTS, OR POTENTIAL PLAN HOLDERS LIST, go to:
<http://itd.idaho.gov> "Doing Business with ITD", "ITD Goods and Services"

RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:

Vendor Name: _____

Requisition #: E-083480

Bid Close Date: November 19, 2009 5:00 PM MDT

Bid Open Date: November 20, 2009 10:30 AM MDT

Item Bidding: Malad Summit/Cherry Creek RA Janitorial/Lawn Care Services

Mailing Address

Idaho Transportation Department
Business & Support Management - Purchasing Unit
3311 W. State St. (P.O. Box 7129)
Boise, ID 83703 (83707-1129)

INVITATION TO BID (ITB)
REQUISITION# E-083480
JANITORIAL SERVICES AND LAWN CARE SERVICES
MALAD SUMMIT AND CHERRY CREEK REST AREAS

Table of Contents

I. SCOPE OF WORK.....	1
1. PURPOSE.....	1
2. SUMMARY SCOPE OF WORK.....	1
3. ON-SITE COVERAGE REQUIREMENTS.....	1
4. MANDATORY PRE-BID CONFERENCE	1
5. MANDATORY EXPERIENCE	2
6. GENERAL REQUIREMENTS.....	2
7. SPECIAL REQUIREMENTS.....	3
8. WORK LOCATIONS AND SCHEDULE.....	4
9. INVENTORY OF REST AREA FEATURES.....	4
10. JANITORIAL (CLEANING/SERVICING) REQUIREMENTS.....	5
11. LAWN CARE AND LANDSCAPING REQUIREMENTS.....	9
12. SNOW AND ICE REMOVAL.....	11
13. MAINTENANCE REQUIREMENTS.....	11
14. REPAIR AND REPLACEMENT REQUIREMENTS.....	12
15. REST AREA RESIDENCE/FACILITIES	14
16. CONTRACTOR'S EMPLOYEES	16
17. ADDITIONAL CONTRACTOR RESPONSIBILITIES	16
18. ADDITIONAL DEPARTMENT RESPONSIBILITIES	18
II. BID GUIDELINES.....	20
1. INFORMATION GIVEN PRIOR TO AWARD	20
2. PERFORMANCE.....	20
3. BIDDING REQUIREMENTS AND CONDITIONS.....	20
4. IRREGULAR BIDS.....	21
5. DISQUALIFICATION OF BIDDERS.....	21
6. BID GUARANTY (Five Percent Bid Bond)	22
7. RETURN OF BID GUARANTY (Five Percent Bid Bond).....	22
8. SURETY BOND REQUIREMENTS (Performance and Payment Bonds)	22
9. CONSIDERATION OF BID.....	22

**INVITATION TO BID (ITB)
REQUISITION# E-083480
JANITORIAL SERVICES AND LAWN CARE SERVICES
MALAD SUMMIT AND CHERRY CREEK REST AREAS**

10. BIDDER CHALLENGE TO DEPARTMENT DETERMINATION.....	23
11. EXECUTION / AWARD OF THE CONTRACT.....	23
12. FAILURE TO EXECUTE CONTRACT.....	23
III. TERMS AND CONDITIONS	24
1. STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION	24
2. CONTRACT AWARD	24
3. CONTRACT TERM.....	24
4. PAYMENT REQUIREMENTS.....	24
5. CHANGES	24
6. CLAIMS FOR ADJUSTMENT AND DISPUTES	24
7. FORCE MAJEURE.....	25
8. COMPLIANCE	25
9. TERMINATION	26
10. INDEMNIFICATION	26
11. ILLEGAL ALIENS.....	26
12. INSURANCE REQUIREMENTS.....	26

ATTACHMENTS:

BID SCHEDULE

SIGNATURE PAGE

CONTRACTOR'S AFFIDAVIT – DRUGS AND ALCOHOL

CONTRACTOR'S AFFIDAVIT – ILLEGAL ALIENS

CONTRACTOR'S RESPONSIBILITY CHECKLIST

POTENTIAL BIDDERS LIST

EXHIBITS: I – V

I – VICINITY/CORE AREA MAPS

II – REST AREA MAINTENANCE – DAILY CHECKLIST & LOG

III – REST AREA MAINTENANCE INSPECTION REPORT

IV – MAINTENANCE SCHEDULE

V – MAJOR MAINTENANCE & REPAIRS

SAMPLE REST AREA RESIDENCE – PROPERTY LEASE AGREEMENT

I. SCOPE OF WORK

1. PURPOSE

The Idaho Transportation Department (ITD) is seeking bids from caretaker management firms or individuals to perform Janitorial Services, with some minor maintenance, lawn care, landscape maintenance, and snow removal at the **Malad Summit Rest Area, located in Bannock County, Idaho at Milepost 25, I-15 Southbound, and Cherry Creek Rest Area, located in Oneida County, Idaho at Milepost 6.6, I-15 Northbound**, as outlined in the specifications contained herein.

2. SUMMARY SCOPE OF WORK

The Contractor shall perform janitorial services and minor maintenance work including furnishing all labor, equipment, supplies, tools and materials required to effectively clean the rest areas including janitorial services, of buildings, grounds, parking lots, and perform light maintenance of the plumbing, lighting and irrigation systems to ensure the proper operation of the rest areas. The scope of the work does not include the main line roadway entrances and exits to the rest areas. Currently, the average daily traffic count for northbound Cherry Creek Rest Area is approximately 660 vehicles per day and southbound Malad Summit Rest Area is approximately 600 vehicles per day.

The Contractor shall provide all labor, equipment, tools, materials and supplies, including performance of necessary repairs to effectively maintain and operate the rest areas. All cleaning tools shall be kept in good repair with mops laundered or replaced weekly. Cleaning utensils (brushes, rags, etc.) used to clean toilets and urinals shall not be used to clean other fixtures or bathroom items.

3. ON-SITE COVERAGE REQUIREMENTS

The Contractor shall provide continuous coverage from 7:00 am to 5:00 pm to maintain the rest area facilities in a safe, sanitary, clean and attractive manner to the satisfaction of ITD. Each employee shall check in & out, with the provided time clock, and fill out the daily diary log for each shift and when working at the rest area. ***A minimum of one attendant shall be at each rest area during the required duty hours.*** If the attendant(s) leave the premises for any reason during the required hours, they **MUST** clock-out. Work will be performed 7 days a week, including holidays. The Contractor will install, to the design and at locations as approved by the Engineer, signs with the Contractor's name, address, and toll free phone number at each rest area facility.

Time cards and log sheets will be collected during the monthly inspection; time cards will be supplied to the Contractor by the Department.

4. MANDATORY PRE-BID CONFERENCE

A MANDATORY pre-bid conference and site inspection will be held at the Malad Summit Rest Area, located at Milepost 25, I-15 Southbound on November 3, 2009 at 10:00 AM. The purpose of the

conference is to answer questions related to this ITB and to provide a site inspection of the rest area complex. Contractors **must** attend this meeting to bid on this contract. Bids received from Contractors not in attendance will not be accepted.

5. MANDATORY EXPERIENCE

Due to the complexity, nature of services and time commitment required under the terms of this ITB and resulting contract, it is essential that bidders have experience performing this type and level of service. Please note:

1. All Bidders must provide, with their bid response, three (3) years documented experience outlining relevant and applicable janitorial, maintenance and repair, and lawn care services; for example: building maintenance and repair, rest area maintenance, apartment complex management, etc.
2. Experience must be within the past five (5) years.
3. Documentation must list client name, address, contact name and phone number, contract type, duration of contract, services performed under contract, and total contract value.
4. Bidder(s) who do not provide information that supports his/her experience will be considered non-responsive and no further consideration will occur.
5. If ITD cannot verify a Bidder's information, this will be just cause for determining a Bidder non-responsive.

6. GENERAL REQUIREMENTS

Prior to commencement of work, the Department will arrange a conference between the Contractor and ITD District 5 personnel at a site and time selected by the Department to discuss the contract terms and work performance requirements. During this meeting, the Contractor must present an outline with their proposed procedures for accomplishing the work required of the contract. In addition, both the Contractor and the District personnel will identify the individuals involved in the contract and their respective duties.

An inspection of the rest area will be conducted jointly to document any substandard conditions that may exist. The Department is responsible for correction of any substandard items listed.

All Contractor or subcontractor personnel shall be appropriately licensed for specialized work including but not limited to landscape technicians, pesticide, and fertilizer applicators.

Under the terms of this agreement, the Contractor and employees are prohibited from operating or advertising any commercial enterprise or activity on any premises, which are the subject of the proposed agreement.

Guests or immediate family of the Contractor's employees will not be allowed to accompany or assist an employee cleaning the rest areas unless they are employees of the Contractor.

The Contractor shall tactfully notify violators, when observed, of the governing rules and regulations posted at the rest area.

7. SPECIAL REQUIREMENTS

The Contractor is required to provide the name(s) of the contact person(s) available 24 hours a day and their work and home telephone numbers, which shall be made available to the Highway Maintenance Foreman and District Five Maintenance Engineer.

The Contractor shall submit a monthly report to the Engineer on an approved format, by the tenth of each month indicating the following: the rest area name, any facility malfunctions, required repairs, repairs made, complaints, incidents, and other items considered significant with a description of the occurrences, dates and times, and actions taken.

The Contractor shall provide ITD with the names and telephone numbers of all personnel. The Contractor shall accompany ITD's appointed representative in making random on-site facility inspections once every three months during the contract term.

The Contractor shall monitor the activities of organizations granted special use permits for serving refreshments and report any noncompliance with the permit terms. The permit terms require that the rest area grounds or area used by the organization, be cleaned by the organization at termination of their use period so that no additional work will result for the Contractor. The organization cannot block access to vending machines placed by the Commission for the Blind and Visually Impaired.

7.1 RECORDS

The Contractor shall keep a daily checklist and a diary (log) which shall be kept on site and available to ITD at all times. The checklist and log shall contain time and detailed information of work accomplished, repairs being worked on or if parts are on order, and any unusual activity(s) (accidents, vandalism, etc.), including lost and found articles, etc. The diary shall become the property of the Department annually. The diary shall include the minimum of the following items: date, employee entering information, maintenance procedures performed, problems encountered and resolution, equipment malfunctions, time of malfunction, and time of repair; incident occurrences of any nature, public complaints, lost and found items, employees and equipment used, weather, and visitors on official business (ITD personnel, Law Enforcement, Idaho Department of Commerce & Labor representatives, and Idaho Commission for the Blind & Visually Impaired personnel).

A sample Daily Checklist and Log is attached as Exhibit II. The checklist and log shall be kept in the mechanical room and be available for inspection by Department personnel. Log sheets and time cards will be collected during monthly inspections.

7.2 MATERIALS

The Contractor shall furnish all cleaning, materials and supplies. Materials and supplies planned for use in this contract must be approved prior to commencement of work. All water, electrical, gas, and sewer service accounts will continue to be the responsibility of the Department. The Contractor shall be responsible for utility costs due to wasteful use. The amount will be based upon a historical comparison. Approval of materials and supplies by the Engineer does not relieve the Contractor of insuring their proper performance.

8. WORK LOCATIONS AND SCHEDULE

Cherry Creek Rest Area, Milepost 6.6, I-15 Northbound:

Cleaning shall start no later than 7:00 AM with continued service and cleaning through 5:00 PM, seven (7) days per week, 365 days per year. **No exceptions will be made.**

Malad Summit Rest Area, Milepost 25, I-15 Southbound:

Cleaning shall start no later than 7:00 AM with continued service and cleaning through 5:00 PM, seven (7) days per week, 365 days per year. **No exceptions will be made.**

9. INVENTORY OF REST AREA FEATURES

Cherry Creek Rest Area, Milepost 6.6, I-15 Northbound

- 1 Restroom complex with storage/mechanical room
- 12 Arbors
- 12 Tables
- 2 Parking areas
- 24 Garbage containers; 30-gallon capacity
- 2 Telephone booths
- 1 Information/refreshment kiosk/island
- 2 Cigarette butt receptacles
- 1 Three bedroom caretaker residence with equipment and supply storage
- 1 Visitor information center

Malad Summit Rest Area, Milepost 25, I-15 Southbound

- 1 Restroom complex with mechanical room
- 2 Arbors
- 8 Tables
- 3 Benches
- 2 Parking lot
- 16 Garbage containers; 30-gallon capacity
- 1 Telephone booth
- 1 Information/refreshment island (kiosk)
- 2 Cigarette butt receptacles
- 1 Garage

10. JANITORIAL (CLEANING/SERVICING) REQUIREMENTS

10.1 ALL AREAS

Wax, crud, and dirt shall not build-up under baseboard heaters, corners, floor edges, or around fixtures such as toilets and lavatory vanities. Special care shall be taken to remove splash marks and build-ups throughout the facility. Baseboards, corners, and edges of floor shall be kept free of splash marks and dirt build-up and cleaned twice daily, with additional cleaning as necessary.

Walls, moldings, and doors shall be spot-cleaned regularly to remove fingerprints.

The entire building shall be kept free of cobwebs.

10.2 INTERIOR LOBBY – CHERRY CREEK

Floors shall be swept, machine scrubbed and buffed daily using an acceptable disinfectant cleaner, rinsed, squeezed, or mopped dry.

Bulletin board or display cases and windows shall be cleaned inside and out daily. Use non-abrasive glass cleaner for glass windows. Top and sides of bulletin board to be dusted weekly and as needed thereafter.

Drinking fountains shall be cleaned daily with non-abrasive cleaner.

Ash trays or cigarette receptacles shall be emptied daily and washed weekly and as needed thereafter.

Telephone booths shall be cleaned and polished daily. Telephone receiver shall be sterilized daily with disinfectant applied with a soft cloth.

Glass and frames of entrance doors inside and out shall be cleaned daily, taking care to clean threshold and remove scuffmarks from door bottoms. Door grills shall be swept daily and wet-wiped as needed.

Lobby walls shall be washed monthly or as needed and spot washed as necessary.

10.3 RESTROOMS

The public shall be permitted use of rest rooms during cleaning if they so request. The Contractor shall use the partitions to close off the section they are cleaning.

Floors, toilet partitions, doors, toilets, urinals, hand dryers, washbasins, soap dispensers, and mirrors shall be cleaned thoroughly twice daily, with additional cleaning as necessary. Thoroughly remove cleaning solution. Do not use abrasive cleaning powders to clean the walls and ceilings. Clean glass mirrors with a glass cleaner and stainless steel mirrors with a mild liquid soap and wipe dry with a soft cloth. A high-strength detergent containing a deodorant and a built-in antibacterial agent shall be used for this purpose. Display "Caution Wet Floor" signs when floor is wet.

Hand dyers, paper towel dispensers and all plumbing fixtures shall be polished daily with non-abrasive cleaner. Commodes shall be thoroughly disinfected, including both sides and of the toilet seat, and dried. Special care shall be taken to thoroughly clean the porcelain toilet base down near the floor area without spilling chemicals on the floor. After being washed, fixtures shall be wiped dry with a clean rag and floors shall be dried by either forced air or dry mopping techniques.

Baseboards, corners, and edges of lavatory floors shall be kept free of splash marks and dirt build up and cleaned daily, with additional cleaning as necessary.

Toilet partitions shall be cleaned and polished daily using a non-streaking stainless steel cleaner. Partitions shall be spot cleaned as needed and all graffiti shall be removed as it occurs. Special care shall be taken to clean bottom and top of the partition areas daily and as needed thereafter. All splash marks from mopping shall be removed immediately

Garbage containers shall be emptied, cleaned and lids scrubbed during the morning cleaning, or more often if necessary. Soap and paper goods dispensers shall be replenished as necessary. At least one-half roll of biodegradable toilet paper shall be evident in each stall. Approved deodorant devices and odor-suppressant materials such as urinal blocks and air deodorants shall be installed in all restrooms and replenished as determined suitable to control offensive odors. Offensive odors will not be allowed at any time.

Notify the Maintenance foreman concerning cracked, broken, or non-functioning items such as rusted or damaged lights or light fixtures, liquid soap dispensers, trash receptacles, hand dryers, sinks, mirrors, stall doors, partitions, urinals and commodes, or other lavatory fixtures and repairs within **24 hours**.

Paint blistering or peeling and mildew or mold shall be addressed within **one week** of discovery or as approved. If painting or treatment of an area results in mismatched colors the entire surface shall be painted. Rusted metal shall be sandblasted to bare metal and primed with rust inhibiting primer prior to painting with outdoor paint.

Windows, walls, ceilings, and light fixtures shall be cleaned weekly with soap and water, or appropriate cleaner, and wiped dry to maintain a clean, smear-free appearance. Daily spot cleaning is to be done as needed.

Storage/mechanical room shall be cleaned and kept in a neat and orderly appearance at all times. Floor drains shall be kept clean and storage area shall be kept locked when not occupied. The Department will not be responsible for the Contractor's equipment and supplies kept in the storage or mechanical areas.

The entire inside of the restrooms shall be steam cleaned or hot water washed at least twice each month in 15 day intervals with high strength biodegradable detergent. Alternative cleaning practices must be approved by the District Five Maintenance Foreman before practices may be implemented. Steam cleaning shall be scheduled during low traffic volumes on Tuesdays or Wednesdays unless otherwise directed.

The heating or cooling system shall be operated and maintained as necessary with desired temperature (50°F to 65°F) winter; (65°F to 80°F) summer, to assure proper air

circulation/exchange is taking place inside the restrooms. All HVAC filter(s) shall be supplied and changed monthly by the Contractor.

The Department will maintain the HVAC systems at each rest area site yearly.

10.4 PLAZA AREAS (OUTSIDE THE RESTROOM BUILDINGS)

Concrete walkways, gutters, doors, windows, water fountains, benches and display areas shall be thoroughly cleaned daily, with additional cleaning as necessary. Smooth walls and overhead surfaces shall be scrubbed monthly with soap and water and wiped dry to maintain a clean, smear-free appearance. Rough surfaces shall be brushed and/or swept clean as necessary and shall be steam-cleaned or hot water washed a minimum of once every three months on 90 day intervals. Steam-cleaning shall be scheduled during low traffic volume on Tuesdays or Wednesdays. Alternative cleaning practices must be approved by the District Business Manager before practices may be implemented.

10.5 GROUNDS AND PARKING LOTS

All trash, paper, other litter, and pet waste shall be removed from the grounds, (core area around restrooms), ramps, parking areas, and kiosk areas once per shift, and more often if necessary. (See Exhibit I showing core area.) All types of litter shall be removed from the surrounding areas daily. Remove pet droppings from pet areas weekly. All garbage containers shall be emptied, cleaned and washed including lids, and fitted with new bags as often as necessary to avoid overflow and odor. Garbage containers shall be washed with germicidal cleaner weekly and as needed.

The Contractor should use their judgment to determine whether a garbage bag actually needs to be replaced. The Contractor shall notify ITD when garbage containers need replaced due to damage or normal wear and tear, etc.

The Contractor's vehicles used to remove and/or haul garbage must be maintained in a neat, serviceable condition. Truck beds shall be tight and have enclosed sideboards and covered tops capable of containing the refuse collected. The Contractor shall meet all applicable Federal, State, and Local requirements for solid waste handling, collection, and disposal.

The Contractor shall provide bulk-garbage storage containers and trash haul services or remove all garbage-collected daily from the rest area. Bulk storage must be contained and out of sight. The Department will provide garbage storage areas, designed to keep containers from public view. Garbage bags placed in garbage storage containers must be tightly secured in order to reduce the risk of creating unsanitary conditions. All garbage must be removed from the rest area and transported to a landfill/transfer station daily or, if in a bulk container, a minimum of once per week or more often as required to keep garbage storage from exceeding capacity. Any costs involved with use of bulk-garbage storage containers, the landfill and arrangement for their use shall be the Contractor's responsibility. The Contractor shall meet all applicable Federal, State, and Local requirements for solid waste handling, collection, and disposal.

The Contractor shall immediately remove any graffiti or markings of any kind on any surface in the rest area. If the graffiti problem persists or is of a violent or obscene nature, the problem shall be reported to the Highway Maintenance Foreman immediately.

Public telephone booths shall be cleaned and sanitized daily. Telephone receivers shall be sterilized and cleaned with disinfectant applied with a soft cloth. Any operational problems are to be reported to the telephone company and to ITD.

10.6 ARBORS AND TABLES

Picnic tables, benches, arbors, and floors shall be cleaned twice a day May through October, or more often if necessary, with biodegradable soap and water, using brushes, rags, sponges or other steam-cleaning equipment that will clean and sanitize. The morning cleaning must be completed by 10:30 a.m. and the afternoon cleaning must be completed by 5:00 p.m. During the winter months, November through April, the picnic tables, benches and floors shall be checked once a day and cleaned if necessary.

Brushes, cloths or sponges, which have been used for cleaning in restrooms, shall not be used to clean tables or benches. Do not apply insecticide or disinfectant to the table or bench tops unless the surface can be rinsed off immediately with clean water.

Ceilings, walls, tables, and posts shall be steam-cleaned or hot-water washed once per month on 30 day intervals May through October or more often if necessary.

10.7 WATER & WASTEWATER SYSTEMS

The Contractor or Contractor's employees shall be responsible for obtaining quarterly (every 3 months) water samples and delivering (same day) to the lab in Pocatello, Idaho.

The Contractor shall immediately notify the Maintenance Foreman of any problems involving the water well system.

The Contractor shall immediately notify Maintenance Foreman of any problems involving the sewage system.

The Department will be responsible for providing a licensed operator and taking care of associated facility licensing and fees.

The Department will be responsible for chemical treatment systems including pumping, cleaning and disposing of sewage from septic tanks for the rest area.

10.8 MISCELLANEOUS SYSTEMS

The Contractor will be responsible for all systems serving the rest area. The Contractor shall operate and perform all maintenance and routine servicing of the irrigation system and replace worn or broken equipment with same brand and quality. Maintenance and repair below and above ground including pipes, pumps, control and electrical systems, motors, and filter media within the system shall be the responsibility of ITD. Testing and maintenance shall be in accordance with the most current regulations, guidelines and revisions as required by federal, state and local codes or statutes. See Exhibit IV

10.9 VENDING

The Contractor shall not distribute, advertise, or sell products or services of any kind in the rest area. The Contractor should be aware of the provisions of Title 40, Chapter 3 (Section 40-321) and Title 67, Chapter 54 (Section 67-5411) of Idaho Code, which outlines Commercial Enterprises on Highways and vending requirements by the Idaho Commission for the Blind & Visually Impaired.

10.10 REST AREA ACTIVITIES & REFRESHMENTS

Requests to provide refreshments at rest areas during holidays and weekends will be processed by ITD District Five. Copies of all approved requests may be forwarded to the Contractor upon request. The Contractor will cooperate with all approved entities and will assist in any resulting clean-up of the rest area facility. The Contractor will prohibit any unapproved entity from providing refreshments at rest areas.

10.11 MISCELLANEOUS

The Contractor will report daily to the District Maintenance Engineer, of any "lost and found" items discovered. The Contractor shall secure items found until collected by the Department. Any unclaimed items not collected shall be delivered weekly to the Highway Maintenance Foreman or his/her designee. All incidents of lost/found shall be recorded in the daily checklist and log. (See Exhibit II.)

In addition to the routine work outlined in this document, the contract requires capable and authorized Contractor's representatives to confer as needed in English with the **Rest Area Foreman**, or their representative, concerning situations and problems that may arise.

The Contractor shall provide at least one English-speaking employee for *each* rest area.

The Contractor shall inspect all outside lighting once a month during nighttime hours. See Exhibit IV.

11. LAWN CARE AND LANDSCAPING REQUIREMENTS

The Contractor will consult with a registered landscape technician or arborist that will ensure plants are healthy and well maintained. Trees and shrubs shall be pruned and trimmed annually or as needed according to good landscaping practices. At no time shall trees and shrubs be allowed to encroach upon walkways or structures. If the trees are dead or severely damaged, the Contractor shall remove them and contact the Maintenance Foreman and request purchase of new trees. This includes, but is not limited to plants, shrubs and trees. ITD will furnish new trees and the Contractor is responsible for planting the trees and/or shrubs including mulching.

Lawn and turf care shall run from April through October. Lawn and turf areas shall be mowed at least **once a week, (every Thursday)**, to maintain a height of not less than three (3) inches; the pet areas shall be maintained at a height of not less than four (4) inches; and natural areas shall be maintained to a

height not to exceed twelve (12) inches. Curbs, sidewalks, concrete pads, and areas outside the pet area shall be edged and trimmed using a power edger and/or trimmer designed to provide a vertical cut. String trimmers shall be used around all buildings, trees, shrubs, light poles, signs, posts, and any other appurtenances. Push type lawnmowers or hand held trimmers may be required around trees, arbor units, and other appurtenances. Tractor driven mowers may be allowed in other areas as directed. All mowers will be equipped with non-damaging turf type tires.

Lawns shall be fertilized inside the core area twice a year, spring (May) and fall (October). Contractor shall furnish the fertilizer which shall be submitted to the Department for approval. The Contractor shall give the Maintenance Foreman 24 hour notice prior to application.

All lawns including shrub beds designed for irrigation shall be irrigated/monitored at least twice a week or as needed, and in accordance with good irrigation practices and schedules established by ITD.

All lawn clippings, needles, leaves, tree clippings and limbs shall be removed from the lawns, buildings and arbors. Debris shall be removed immediately from the rest area facility. All vegetation to be discarded becomes the property of the Contractor and shall be disposed of at appropriate locations. The debris may be stored in the fenced garbage disposal area, but must be hauled to an approved landfill at least once per week. Debris will not be allowed to be stored, buried, or burned on the rest area grounds.

All noxious weeds and undesirable plants shall be controlled within the core area and removed from lawns, shrub and wildflower beds, gravel or blanketed areas (bare ground) and landscaped areas. The Contractor shall treat weeds with herbicide applications and/or pull all dead weeds and dispose of them from the core area once per week. Daily inspections shall be conducted and weeds removed. Bare ground shall be re-vegetated.

All existing shrub, landscape and wildflower beds shall be improved as needed by repairing any damaged edging, installing edging where needed, providing at least three-inches of mulch, seeding in the fall and/or planting tubelings in the spring as per ITD assistance and direction. ITD will furnish wildflower seed and tubelings.

Ornamental wildflower or landscape beds as designated on the plans shall be appropriately filled with blooming flowers or perennials as approved. Flowers shall be replaced as necessary to compensate for varying growing and blooming seasons. Ornamental bedding shall be watered sufficiently to keep all plantings lush without distress. Distressed bedding plants shall be removed and replaced regardless of the timing.

All lawns, trees, and shrubs shall be treated for insect, rodent and disease control including but not limited to insect and rodent infestations, damaging fungi, and/or parasites. The Contractor shall submit a plan by July 1, of each contract year, for the Departments approval. Contractor shall provide all chemicals for treatment and supply ITD with all records and reports in respect to the use and application

of pesticides. The Contractor shall provide and post appropriate pesticide signs and meet all posting, caution/warning and restricted entry interval requirements in areas being treated with pesticides.

The Contractor and Contractor's employee(s) shall meet with the Maintenance Foreman each contract year to ensure a proper plan is established and adhered to. The plan shall include lawn care, mowing/fertilizing, turf, landscape maintenance, and snow and ice removal for both rest areas.

The Contractor shall submit a plan to the Maintenance Foreman no later than August 1, each contract year unless otherwise agreed upon, for the treatment of insect, rodent, and disease control. Prior approval is required.

The Contractor shall be responsible for blowing out and preparing sprinkler system for cold weather.

Replacing damaged sprinkler heads will be the responsibility of the Contractor.

12. SNOW AND ICE REMOVAL

Snow and ice shall be removed and/or treated with ice melt on all sidewalks leading from the parking area up to the restrooms and vending machines. Snow removal and ice control may be required throughout the workday as required to provide bare sidewalks and safe access to restrooms in the designated areas. Ice removal shall require the application of ice-melting chemicals. A walk-behind snow blower shall be at each site ready for use November through March. Pickup trucks or heavy tractors with snowplows or blades are not allowed on the designated pedestrian areas in the plaza areas.

Use approved anti or de-icing chemicals to facilitate use of the paved areas and sidewalks. The Contractor shall keep the areas adjacent to the garbage enclosure gates free of ice and snow as to allow free movement for opening and closing.

ITD will remove snow from the interstate entrance and exit ramps into the rest area and the parking lots. The Contractor shall be responsible for removing snow from the paved pedestrian areas in the rest area once per day or as needed.

13. MAINTENANCE REQUIREMENTS

13.1 CONTRACTOR'S RESPONSIBILITIES

The Contractor shall submit an annual schedule to the Maintenance Foreman, or his/her designee, for steam cleaning the rest area. This schedule shall be submitted prior to commencement of work.

Maintain, in good working condition, all fixtures in the rest rooms including, but not limited to, soap dispensers, mirrors, urinals, toilets, wash basins, water fountains, toilet partitions and all doors, hinges, latches, and supports.

Maintain, in good working order, all plumbing fixtures, which shall include repairing, cleaning or replacing defective valves, gaskets, unstopping clogged sewer lines, traps or grates, repairing leaking pipes and faucets or yard hydrants.

Be responsible for routine oiling of motor and fan bearings and clean or provide new filter pads for the HVAC system once a month or sooner as needed. See Exhibit IV.

Purchase and install all replacement light bulbs to light fixtures that are inside and outside attached to the building and all lighting outside that can be reached safely with an 8 foot ladder. This includes refreshment and/or information kiosk. The Contractor is responsible to test GFCI outlets and the emergency lighting system monthly and record in the logbook the date inspected and actions taken. The high-level parking area lights will be maintained by ITD.

The Contractor shall provide soap, paper goods, garbage bags, mechanical or electrical odor control, and cleaning supplies. All supplies and materials furnished by the Contractor are subject to prior approval by the Department. The Contractor shall submit a supply list of all paper and cleaning supplies used to District Maintenance Engineer. When new supplies are purchased, an updated supply list shall be submitted. Material Safety Data Sheets (MSDS) must be present for all appropriate products.

Preserve and enhance natural or special areas as approved by ITD.

The Contractor shall be responsible for insect and rodent control inside the rest area building. Contractor shall provide all chemicals or traps for insect and rodent control. Contractor or subcontractor personnel shall be appropriately licensed. Chemicals are subject to Department approval before being used. All dead insects and rodents shall be removed promptly and properly.

The Contractor will be responsible for meeting all licensing, insurance and records requirements as prescribed by the Idaho Department of Agriculture for the commercial use and application of herbicides, insecticides, or rodenticides.

In addition to the routine work outlined in this document, the contract requires a capable and authorized Contractor's representative to confer on a daily basis with the ITD's Highway Maintenance Foreman, or representative concerning situations and problems that arise and to be on call for emergencies 24 hours per day.

13.2 DEPARTMENT'S RESPONSIBILITIES

Be responsible for maintaining the high-level parking area lights.

14. REPAIR AND REPLACEMENT REQUIREMENTS

14.1 CONTRACTOR'S RESPONSIBILITIES

Be responsible for painting, oiling, or staining the buildings, roofs, and related structures inside and out at least once per contract term in the core area. This includes the rest area residence. If ITD determines the buildings or related structures must be painted, stained, or oiled, the Contractor, upon written notification from the ITD, has thirty (30) days within which to perform this work. The Contractor shall supply sprayers, brushes, rollers, masking tape, and all other necessary supply items to do the work of painting, oiling, and staining.

Be responsible for replacing unserviceable or broken parts in the plumbing, heating/cooling, electrical, and irrigation systems. Purchase and maintain an adequate supply of plumbing repair parts to ensure continual operation of the restrooms and irrigation system. The Contractor will provide all repair parts and kits with a retail value of less than \$75.00 per part or kit at no cost to ITD. Labor is not included in the \$75.00 amount and is the Contractor's responsibility.

Be responsible for replacing, in kind, all equipment, materials, and fixtures damaged by the Contractor or their employees during the performance of services. The Contractor shall also be responsible for any liability in connection with the performance of this Contract. The Contractor shall provide evidence of the insurance coverage upon contract award.

Be responsible for replacing/repairing unserviceable or broken fixtures, toilet seats, water fountain valve kits, washbasin valves kits, soap dispensers, toilet paper dispensers, and other related fixtures. Replace the unserviceable or broken fixtures with Department provided fixtures. (A standard fixture list will be provided by ITD). ITD will make the final determination if a fixture needs replaced.

Refer to Exhibit V for more details on typical repair and replacement duties.

14.2 DEPARTMENT'S RESPONSIBILITIES

Be responsible for major repairs to the sewage system and related facilities, the water system including the well, major plumbing and pump, and controls for the irrigation system, the heating and cooling system and electrical repairs over \$75.00.

Be responsible for providing replacement fixtures for the rest rooms and rest area proper, including but not limited to: urinals, toilets, water fountains, wash basins, faucets, valves, partitions, doors, soap dispensers, toilet paper dispensers, benches, arbors, picnic tables and garbage containers if over \$75.00.

Provide a licensed plumber and electrician if repairs and/or replacement of fixtures are not accomplished within 14 days from notification by ITD on Log form. ITD will complete the repairs and deduct cost from Contractor's payment.

ITD reserves the right to make any repairs, remove or add fixtures, facilities, landscaping or any other improvements or maintenance activity it deems necessary.

ITD will furnish paint, oil, and/or stain.

15. REST AREA RESIDENCE/FACILITIES

15.1 GENERAL INFORMATION

The Residence located at Cherry Creek Rest Area shall be occupied by the Contractor or Contractor's employee who will function as the resident caretaker. The residence is a three bedroom, single story, two-car garage, and wood frame building with the following furnishings: electric kitchen range, dishwasher, refrigerator, electric forced air heating/cooling system and drapes.

Use of the residence is part of the Contractor's compensation under the proposed contract. The Contractor shall not charge their employee rent for said residence. All State laws apply.

Neither the local school district (school bus) nor US Postal Service provides service to the residence or rest area. Separate arrangements must be made by the caretaker to obtain these services.

The Contractor shall be ultimately responsible for the residence. If the Department deems that the Contractor's employee must be replaced for noncompliance with the housing contract, it shall be the Contractor's responsibility to remove said employee from the residence. If the Contractor fails to remove said employee, the Department reserves the right to remove the employee from the premises by appropriate action at the Contractor's expense.

The maintenance foreman will inspect residence in the months of March, July, and November of each contract year to verify compliance with this contract. If damages or excessive wear to the residence is present and is determined by the maintenance foreman to be caused by the Contractor or their employees, the Contractor shall repair said damage at Contractor's expense. If repairs are not made within 14 days, ITD will complete the repairs and deduct from Contractor's last payment or payments.

Neither the Contractor nor Contractor's employees will be allowed to park a trailer at the southbound rest area.

Neither the Contractor nor Contractor's employees may use the emergency vehicle cross-over to gain access to EITHER side of the rest area facilities. Use of the nearest exit (interchange) is mandatory.

15.2 HOUSING POLICY

Occupancy in the residence is limited to the Contractor or Contractor's employee assigned to be the resident caretaker and their immediate family members (spouse and children) only.

Contractor and/or Contractor's employee(s) shall enter into a '*Rest Area Residence Property Lease Agreement*'. Refusal to sign the agreement, by the Contractor and/or Contractor's employees, will result in loss of contract. ITD reserves the right to offer contract to the second lowest responsive responsible bidder, or ITD reserves the right to re-bid this service, if so deemed in the best interest of the state.

The resident caretaker is expected to be considerate of the motoring public and shall, at a minimum, maintain moderate noise levels regarding television, radio, phonograph, parties, and confine pets to the fenced yard area; no vicious animals are allowed. Approval of ITD must be obtained in writing for each pet to be brought onto the premises.

15.2.1 THE CONTRACTOR IS RESPONSIBLE FOR:

- Maintaining the residence, yard, and landscaping in a neat and clean manner.
- Snow removal on the driveway leading to the caretaker's residence.
- Repairs and upkeep of the facilities.
- Interior painting, subject to Department's approval.
- Damage to or loss of the residence due to the Contractor's or their employee's negligence or that of individuals for whom they are legally responsible.
- Obtaining necessary insurance for their personal property and contents of the residence.
- Payment of all utilities including telephone (with the exception of water and sewer, which will be furnished by ITD).
- Providing a telephone at the residence.

15.2.2 DEPARTMENT IS RESPONSIBLE FOR:

- Exterior painting.
- Payment of water and sewer utilities.

Modifications or additions to the residence area will not be allowed without prior written approval by the Department. To obtain an approval, a written request with specific details and estimated cost must be submitted to the Idaho Transportation Department, District 5 Engineer. Any modifications or additions, if approved, must be done at the Contractor's expense. Any modifications or addition becomes a part of the residence and will not be removed; however, under certain circumstances, the Department may approve removal of the modification/additions done at the Contractor's expense.

The Department retains the right to inspect the residence at any reasonable time after a 24-hour notice, prior to inspection, to assure that proper maintenance and care are being performed. At the termination of this contract, the residence shall be returned to ITD in as good a condition as when received, ordinary wear expected. Any inordinate amount of wear and tear shall be the Contractor's responsibility to repair.

If the Contractor changes rest area caretakers, the Contractor shall notify the Department and the residence shall be inspected prior to the new caretakers' occupancy. The Contractor shall be present during this inspection. The Contractor, at Contractor's expense, shall repair all damage above normal wear. If repairs are not made within one week, the Department will complete the repairs and deduct cost from Contractor's payments.

NOTE: The residence on this property shall become available for occupancy one week after this maintenance contract period begins. This vacancy period is necessary for routine maintenance to be conducted by the Department prior to the new occupancy. Premises will also be cleaned thoroughly before caretaker moves into residence.

16. CONTRACTOR'S EMPLOYEES

The Contractor shall provide uniforms or designated clothing with an easily read identification badge that shall be worn by all rest area personnel while on duty at the rest area.

16.1 EMPLOYEE UNIFORM

The uniform or designated clothing and badge shall have the Contractor's and employee's names which shall be visible at all times. This identification may be stamped or printed on the uniform in place of a badge. Employees shall be neat and clean at all times. Uniforms shall be subject to approval by the project coordinator. Additional protective clothing and headgear during inclement weather shall bear appropriate insignia of the type previously described.

16.2 EMPLOYEE CONDUCT

Employees are prohibited from having firearms in their possession while on duty.

Employees will treat the public in a friendly and courteous manner at all times. The public may have many questions so the employees should be well-informed on local road conditions, detours, service stations, motels, restaurants, and tourist attractions.

The Contractor and their employees shall not accept tips or other gratuities for any service performed in the rest area.

The Department reserves the right to require the Contractor to remove employees from the job, covered by this contract, who endanger persons or property or whose continued employment does not serve the best interest of the State.

17. ADDITIONAL CONTRACTOR RESPONSIBILITIES

17.1 SAFETY REQUIREMENTS

The Contractor shall promptly notify appropriate authorities of emergencies that occur in the rest area. In the event of illness or injury to visitors or others while in the rest area, the Contractor's personnel shall call for professional help as requested or deemed appropriate. The Contractor shall comply with applicable laws and regulations governing safety, health, and sanitation.

The Contractor shall do emergency closure of the rest area by use of the signs, barricades, and deployment plan provided by the Department. ITD shall be notified immediately of such emergency.

The Contractor shall remove closure signs and barricades when the emergency is over and the rest area is reopened.

17.2 MATERIAL SAFETY DATA SHEETS

The Contractor shall provide a 3-ring binder at each rest area containing current Material Safety Data Sheets (MSDS) and inventory list of all materials used at each rest area. The binder shall be kept in the storage room or area and made available when requested or if needed in an emergency.

17.3 FIRST AID SUPPLIES

The Contractor shall provide a Department approved first-aid kit that the Contractor shall keep stocked at all times. The resident caretaker may attend a first-aid course (conducted by the Department) if he or she so desires.

17.4 FIRE EXTINGUISHERS

The Contractor shall be responsible for notifying the Department each time a fire extinguisher is used or requires servicing or recharging.

17.5 FLAMMABLE LIQUIDS

The Contractor shall store all flammable liquids in the flammable cabinet provided. Gas and gas-powered equipment shall not be stored in the rest area building. Mechanical room shall be kept in a clean and orderly condition. Mechanical room shall not be used as a storage room for bulk supplies. Electrical panel(s) shall accessible at all times.

17.6 HAZARDOUS MATERIALS

The Contractor shall immediately report to the Highway Maintenance Foreman any suspected hazardous material spills. The Contractor should recognize the hazard and barricade the area. The Contractor shall not attempt cleanup and shall keep people away until qualified authorities decide on proper action. Hazardous materials shall be reported to the Department and remediated according to Department requirements.

The Contractor shall report all incidents such as vandalism, excessive occupancy, camping, etc., to the proper law enforcement agency as quickly as possible. ITD shall receive notification of any incidents relative to public health or safety immediately and incidents of a lesser nature during the next normal workday.

17.7 SAFETY TRAINING

The Contractor shall provide, at no cost to their employees, training, testing, information, vaccination (if requested), and appropriate protective equipment in all matters relating to the human hazards due to exposure or contact with blood-borne pathogens or diseases. The Contractor shall meet all current federal (OSHA) requirements to protect their employees from this exposure.

18. ADDITIONAL DEPARTMENT RESPONSIBILITIES

18.1 UTILITIES

ITD will provide all utilities, including electrical, water and sewer for the rest area proper.

18.2 GROUNDS, PARKING LOT, AND ROADWAY

ITD will be responsible for all repairs to pavement, sidewalks, curbs and high-level parking lights. If ITD determines that any damage is the result of a negligent act by the Contractor, repairs shall be the responsibility of the Contractor. If the Contractor does not complete the repairs within 14 days, ITD will make repairs and deduct costs from Contractor's payment.

ITD will be responsible for sweeping and snow removal in the parking lots and on approach ramps.

18.3 SIGNS AND SYMBOLS

ITD will provide all necessary permanent signs and pavement markings.

No additional signs shall be installed or erected by the Contractor except those required on a temporary basis to designate rest room cleaning.

18.4 TOURIST INFORMATION

ITD will approve all maps and brochures to be displayed in the rest areas. ITD has a Memorandum of Understanding (MOU) with Department of Commerce & Pioneer Country Travel Council, Inc.

18.5 FIRE EXTINGUISHERS

ITD will furnish fire extinguishers for emergency use by Contractor personnel. Monthly inspection (30-day intervals) of fire extinguishers shall be the responsibility of the Contractor and should be noted in the daily log and on fire extinguisher tag.

18.6 SPECIAL USE PERMITS

Permits may be issued by ITD, for use of the rest area by private non-profit organizations, for such activities as providing free refreshments to travelers during a specific time-period. Inquiries about such permits shall be directed to ITD. ITD will provide the Contractor a copy of any such permits issued.

18.7 COMPLAINTS

All letters of complaint directed to the Contractor from the public shall be forwarded to ITD for reply. If appropriate, ITD will provide a copy of the complaint and reply to the Contractor.

18.8 FORCE MAJEURE (ACTS OF NATURE)

ITD will be responsible for all damage and other problems caused by acts of nature. If the damage or circumstances are so severe that extended closure of the rest area is necessary, the Contractor's duties and compensation may be suspended for the closure period. Compensation will be based on a pro-rated share of a 365-day year. Refer to Section III Terms & Conditions.

18.9 INSPECTION

ITD will perform monthly and as-needed inspections to ascertain the Contractor's compliance with requirements. The Contractor's designated supervisor may accompany ITD representative when inspections are made, but no advance notice of inspection time will be given. Refer to Exhibit III for ITD checklist for each item.

In the event the Contractor disagrees with the results of a monthly inspection, he/she shall present written justification to the District Maintenance Engineer within one week of the inspection. The District Maintenance Engineer will allow adjustment only for the following reasons:

- Acts of God beyond the control of the Contractor
- Inspections performed during a large influx of visitors, such as a bus tour
- The Contractor demonstrates that broken or malfunctioning items noted were repaired within 5 working days of the inspection

II. BID GUIDELINES

1. INFORMATION GIVEN PRIOR TO AWARD

Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data or interpretations which the Department discovers is lacking and may be important to all bidders, will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

2. PERFORMANCE

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data or interpretations which the Department discovers is lacking and may be important to all bidders will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

3. BIDDING REQUIREMENTS AND CONDITIONS

Sealed Bids will be received at the time and place stated on the Signature Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. No Bid will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

Bid responses must be submitted in two distinct parts:

1. Experience documentation (as noted under Section I, Item 5, MANDATORY EXPERIENCE), Bid Bond, Signature Page, and Affidavits.
2. Bid Schedule. Bid Schedule must be submitted in a separately sealed envelope clearly marked "CONFIDENTIAL BID SCHEDULE."
3. Part 1 and part 2 must be submitted in the same package.

The bidder shall submit their bid upon the forms furnished by the Department. In the bid schedule, the bidder shall specify a unit price in figures for each pay item for which a quantity is given and show the

products of the respective unit prices and quantities written in figures in the column "Amount Bid," and the total amount of the bid obtained by adding the amounts of the several items. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. All figures shall be written in blue ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid shall be considered irregular and the bid will be rejected.

The bid shall be signed with blue ink by the individual or agency authorized to sign and submit this bid for the bidder. The bid signature page must include the bidder name and address and the state and address in which the business is domiciled.

4. IRREGULAR BIDS

Bids will be considered non-responsive and shall be rejected for the following reasons:

1. If the Bid Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.
5. If the Bid Documents are not sealed, when received by the Department.
6. If the Signature Page is not signed in blue ink.
7. If Addendums are not signed and returned with the Bid Documents.
8. If the required Public Works License Number(s) is not inserted on the 'Signature Page'.
9. If the required license number from the State Electrical Bureau is not inserted on the 'Signature Page'.

5. DISQUALIFICATION OF BIDDERS

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their bid or bids:

1. More than one bid, for the same work from an individual, partnership or corporation under the same name or a different name.
2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.

6. BID GUARANTY (Five Percent Bid Bond)

No bid will be considered unless accompanied by a (5%) guaranty of the character and in an amount not less than the amount indicated on the Bid.

If a surety bond is used, it shall be submitted on an acceptable form signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the bid bond.

7. RETURN OF BID GUARANTY (Five Percent Bid Bond)

Bid guaranties, except those of the two lowest responsive bidders, will be returned immediately following the opening and checking of the bids. The retained bid guaranty of the unsuccessful of the two lowest responsive bidders will be returned within 10 days following the award of contract and that of the successful bidder will be returned after satisfactory Surety bonds have been furnished and the contract has been executed.

8. SURETY BOND REQUIREMENTS (Performance and Payment Bonds)

The lowest responsive bidder shall furnish a performance bond and a payment bond each in the amount of \$20,000 or 12.5% of the total contract amount, whichever is greater.

The lowest responsive bidder may deposit government obligations in lieu of performance and payment bonds under the following conditions:

1. The obligations shall be acceptable to the State Treasurer.
2. The obligations shall be payable to, or fully negotiable by, the Department.
3. The obligation shall be in an amount equal at fair market value to the penal sum of the required surety bonds.
4. The bidder pays the initial and return transfer charges for transmittal of the obligation of the Treasurer's Office.

Within 90 days after final completion of the contract those obligations deposited, as a performance bond will be returned, less any amount owed to the Department as a result of this contract. Obligations deposited, as the payment bond shall be held for a period of one year from the date of acceptance of the contract for settlement of claims in accordance with Idaho Code, Section 54-1927.

Government obligations shall be deposited with the State Treasurer with instructions to issue a safe keeping receipt to the Department.

9. CONSIDERATION OF BID

Bid Schedules will not be opened until ITD has verified all requested bidder information has been submitted and evaluation of each bidder's experience has been completed.

After the bids are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available <http://itd.idaho.gov> 'Doing Business with ITD', 'Bid and Contract Information', 'ITD Goods and Services'. The right is reserved to reject any or all bids, to waive technicalities, to advertise for new bids, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

10. BIDDER CHALLENGE TO DEPARTMENT DETERMINATION

A bidder who did not submit the lowest responsible bid as determined by the Department may within five (5) calendar days of bid opening file a written application to challenge the Department's determination of the lowest responsible bidder and apply to the Department's chief engineer for the appointment of a hearing officer to hold a contest case hearing. The application shall set forth in specific terms the reasons why the Department's decision is thought to be erroneous.

11. EXECUTION / AWARD OF THE CONTRACT

The award of contract, if it is awarded, will be made within 15 calendar days after the Intent to Award Notice letter has been mailed to the lowest responsive bidder whose bid complies with all requirements prescribed. However, the award may be deferred beyond 15 calendar days by mutual written agreement between the Department and the lowest responsive bidder.

The contract shall be signed by the lowest responsive responsible bidder and returned within 15 calendar days after the bidder has received the contract. If the contract is not executed by the State within 15 calendar days following receipt from the bidder of the signed contracts, the bidder shall have the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

12. FAILURE TO EXECUTE CONTRACT

Failure to execute the contract within 15 calendar days, after the contract has been received by the bidder, shall be just cause for the cancellation of the award of contract. Award may then be made to the next lowest responsible bidder or the work may be re-advertised or otherwise, as the Department may decide.

III. TERMS AND CONDITIONS

1. STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

The Standard Specifications for Highway Construction (ITD 2004), the January 2009 Supplemental Specifications, the January 2008 Quality Assurance Manual, the QA Special Provisions are incorporated by reference where applicable to this contract. The Idaho Transportation Department's Standard Specifications for Highway Construction manual is available to the Contractor for \$30.00 plus tax. Contact the Idaho Transportation Department at 334-8430 to purchase, or visit: <http://itd.idaho.gov/>, click on Publications, Highways, Specifications Manual to download a PDF version with the most current Supplements.

2. CONTRACT AWARD

Contract Award will be ALL OR NONE based on the "TOTAL BID AMOUNT" on the Bid Schedule.

3. CONTRACT TERM

The initial term of this contract will be for one (1) year, with the option to renew three (3) additional one-year periods.

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portions thereof, or his right, title or interest therein, without prior written consent of the District Engineer.

4. PAYMENT REQUIREMENTS

The Contractor will be paid in accordance with the bid schedule. Payments otherwise due may be withheld on account of substandard or defective work not remedied.

5. CHANGES

The Department reserves the right to revise the "Work Locations and Schedule" and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the Department. Changes in compensation, which may result from such revisions, shall be documented by formal Change Order to the contract and approved by the Purchasing Agent.

6. CLAIMS FOR ADJUSTMENT AND DISPUTES

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the District Engineer, in writing of their intent to file a claim. If such notification is not given, then the Contractor shall thereby waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The District Engineer will notify the Contractor in writing of the decision.

The decision will be final and conclusive unless, within thirty (30) days from receipt of the District Engineer's letter, the Contractor submits an appeal in writing to the Purchasing Agent. All pertinent information, references, arguments and data to support the claim shall be included. The Purchasing Agent will review the claim and the Contractor will be notified by mail. This decision will be final and conclusive.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.

7. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Contractor's finances shall not be a Force Majeure.

8. COMPLIANCE

If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor will have 72 hours in which to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in Section 9 Termination.

If the District Engineer is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Contractors violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

9. TERMINATION

Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract and take possession of all materials, tools, fixtures and furnish the work by such means as the Department sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor's surety shall pay the difference to the Department.

10. INDEMNIFICATION

The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

11. ILLEGAL ALIENS

The Contractor warrants that any contract resulting from this solicitation is subject to Executive Order 2009-10 (http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html); it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United State; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for termination of its contract.

12. INSURANCE REQUIREMENTS

The Contractor shall carry such public liability and property damage insurance that will protect them and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

The Contractor shall not commence work under the contract until he obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the

State. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until the contract is terminated.

I. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this contract.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

II. Business Automobile and Umbrella Liability Insurance

Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

III. Workers Compensation Insurance and Employer's Liability

Worker's Compensation. The CONTRACTOR and all employers providing work, labor or materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the CONTRACTOR and all employers providing work, labor or materials under this contract, shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The CONTRACTOR must provide either a Certificate of Idaho Workers' Compensation Insurance issued by a surety licensed to write Idaho Workers' Compensation Insurance in the State of Idaho, as evidence that the CONTRACTOR has in effect a current Idaho Workers' Compensation Insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Industrial Commission.

Employer's Liability: This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.

Additional Requirements:

State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Transportation Department and its division, officers and employees as additional insured, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.

Notice of Cancellation or Change: The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without thirty (30) days prior written notice from the CONTRACTOR or its insurer to the Idaho Transportation Department. CONTRACTOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Transportation Department and its divisions, officers and employees.

BID SCHEDULE

BIDDER: _____

The bid item shall be filled in completely by the bidder in the bid schedule, by indicating total dollars and cents under the Total Amount Bid. All costs, including hourly rates will be included here and will be fully burdened to include, but not limited to: wages, transportation, lodging, overhead, and per-diem.

All of the items shown or noted on the plans or in these specifications, which are not specifically a bid item, are considered incidental items. The cost of furnishing and installing incidental items will not be paid for separately, but shall be included in the contract unit prices as bid, unless otherwise noted.

All figures should be written in ink or typed. Penciled entries will not be accepted; bids will be considered irregular and rejected.

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	JANITORIAL/LAWN CARE SERVICES – Cherry Creek Rest Area	12	MONTH		
2	JANITORIAL/LAWN CARE SERVICES – Malad Summit Rest Area	12	MONTH		
				GRAND TOTAL	

AWARD TO BE "ALL OR NONE"

THIS PAGE MUST BE SIGNED IN BLUE INK & RETURNED WITH YOUR BID

Signature _____ Date _____

**Idaho Transportation Department
Signature Page**

Idaho Transportation Department
Business and Support Management Purchasing Unit
3311 West State Street
Boise, Idaho 83703

Requisition #: E083480

Requisition Title: Malad Summit/Cherry Creek RA Janitorial/Lawn Care Services

This response is submitted in accordance with all documents and provisions of the specified Requisition Number and Title detailed above. By my signature below, I accept the terms and conditions as incorporated into this solicitation. As the undersigned, I certify I am authorized to sign and submit this response for the Contractor.

Federal Identification Number	Public Works License Number (if required)	Additional License Numbers (if required)	
Company Name		State of Domicile	
Mailing Address	City	State	Zip Code
Contractor or Authorized Representative's Printed Name		Phone Number (with area code)	
Fax Number (with area code)	Email Address		

By signing, the contractor acknowledges his/her responsibility for any addenda that have been issued for this solicitation, and that he/she will comply with all the terms, conditions, and specifications of this solicitation.

Contractor or Authorized Representative's Signature	Date Signed
---	-------------

If **not domiciled** in the State of Idaho, please provide an address where business is conducted in the State of Idaho, if applicable:

Mailing Address	City	State	Zip Code
Phone Number	Fax Number		

**This page must be signed with an original signature, and returned with
your bid or quote documents!**

CONTRACTOR'S AFFIDAVIT

CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF _____

COUNTY OF _____

The undersigned being duly sworn upon oath, deposes and says that _____

(Contractor Name)

complies with the provisions of Section 72-1717 Idaho Code (Drug Free Workplace program);

that _____ provides a drug-free workplace program that complies with the

(Contractor Name)

provisions of Idaho Code, Title 72, Chapter 17 and will maintain such program throughout the life of

this contract and that _____ shall subcontract work only to

(Contractor Name)

subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

Name of Contractor

Address

City and State

By: _____
(Signature)

Subscribed and sworn to before me this _____ day of _____, in the year _____.

Commission expires: _____

NOTARY PUBLIC, residing at

THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS

INVITATION TO BID (ITB)

REQUISITION # E-083480

MALAD SUMMIT/CHERRY CREEK RA JANITORIAL/LAWN CARE SERVICES

REV 10/21/09 sjen

CONTRACTOR'S AFFIDAVIT

CONCERNING ILLEGAL ALIENS

http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html

STATE OF _____

COUNTY OF _____

The undersigned, being duly sworn upon oath, deposes and says that _____
(Contractor Name)

complies with the provisions of Idaho Executive Order 2009-10 (Establishing a Policy for All State
Agencies Concerning Public Funds); that _____ substantiates that all
(Contractor Name)

employees providing services or involved in any way on projects funded directly by or assisted in whole
or part by state funds or federal stimulus dollars can legally work in the United States and complies with
the provisions of Idaho Executive Order 2009-10 and will maintain such throughout the life of this
contract and that _____ shall subcontract work only to subcontractors
(Contractor Name)

meeting the requirements of Idaho Executive Order 2009-10. Any misrepresentation or any employment
of persons not authorized to work in the United States constitutes a material breach and shall be cause
for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation,
and/or termination of the contract.

Name of Contractor

Address

By: _____
(Signature)

City and State

Subscribed and sworn to before me this _____ day of _____, in the year _____.

Commission expires: _____

NOTARY PUBLIC, residing at

CONTRACTOR'S RESPONSIBILITY PAGE

FOR SEALED BIDS:

ALL DOCUMENTS APPLICABLE AT TIME OF BID must be signed **IN BLUE INK**, dated, and returned with your bid documents to allow your bid to be considered. Documents not returned **WILL** result in a non-responsive bid.

DISCLAIMER: **ALL REQUIRED DOCUMENTS** may or may not be listed. It is the Contractor's responsibility to review all documents and return as specified.

1) **Signature Page**

- Contractor's License Number(s) must be inserted
- Page must be signed with an original signature

2) **Contractor's Affidavit Concerning Alcohol and Drug Free Workplace**

3) **Contractor's Affidavit Concerning Illegal Aliens**

4) **Mandatory Experience documentation**

5) **Bid Schedule – *in a separately sealed envelope***

Bid Schedule must be completed and signed with an original signature.

6) **A 5% Bidders Bond or Cashier's Check**

7) **All Addenda Must be Signed and returned with your Part 1 Bid Documents.**

It is the Bidder's responsibility to verify if an addendum was issued.

8) **ALL BIDS must be submitted in a sealed envelope with the Requisition Number, Bid Open Date, and Project Name clearly marked on the outside of the envelope.**

NO BID ADJUSTMENTS WILL BE ACCEPTED: Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. ALL REQUIRED paperwork must be re-submitted.

POTENTIAL BIDDERS LIST

<p>ENVIRONMENTAL SERVICES, LLC P.O. BOX 981 BLACKFOOT, ID 83221 PH: (208) 782-0588 FAX: (208) 785-8009</p>	<p>WESTERN BUILDING MTCE P.O. BOX 9408 BOISE ID 83707 PH: (208) 345-2951 FAX: (208) 345-9716</p>
<p>LEONS DOMESTIC SERVICE P.O. BOX 15213 BOISE ID 83715 5213 PH: (208) 412-6791 EMAIL: sean@leonsdomestic.com</p>	<p>VARSITY CONTRACTORS INC P.O. BOX 1692 POCATELLO ID 83204 PH: (208) 232-8598 FAX: (208) 232-6068</p>
<p>ROCKY MOUNTAIN SERVICES 4500 YELLOWSTONE POCATELLO ID 83202 PH: (208) 237-9150 FAX: (208) 237-6025</p>	<p>ABM JANITORIAL 10221 W EMERALD STE 120 BOISE IDAHO 83704 PH: (208) 377-8181 FAX: (208) 377-8183</p>
<p>SELWAY SERVICES 4951 BRADLEY STE A BOISE ID 83714 PH: (208) 336-1303 FAX: (208) 685-6719</p>	<p>ON THE SPOT CLEANING 586 W HWY 26 #3 BLACKFOOT ID 83221 PH: (208) 684-3137 FAX: (208) 684-9481</p>
<p>ROCKY MOUNTAIN CLEANING 1879 ARLINGTON DR POCATELLO ID 83204 PH: (208) 233-9224</p>	<p>SENSKE LAWN & TREE CARE 763 N. RALSTIN ST MERIDIAN ID 83642 PH: (208) 887-7900 FAX: (208) 846-7479</p>
<p>FOOTHILL CLEANERS 1218 LAVINE POCATELLO ID 83201 PH: (208) 317-3691 EMAIL: gtrking1@aol.com</p>	

VICINITY MAP



EXHIBIT 1
PAGE 1 OF 3
(DRAWING NOT TO SCALE)

MALAD SUMMIT
REST AREA
I-15
MILEPOST 25

TO MALAD CITY
12 MILES

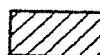


MALAD
CITY

INTERCHANGE # 13

TO MALAD
CITY
6 MILES

CHERRY CREEK
REST AREA
I-15
MILEPOST 6.6



RESIDENCE

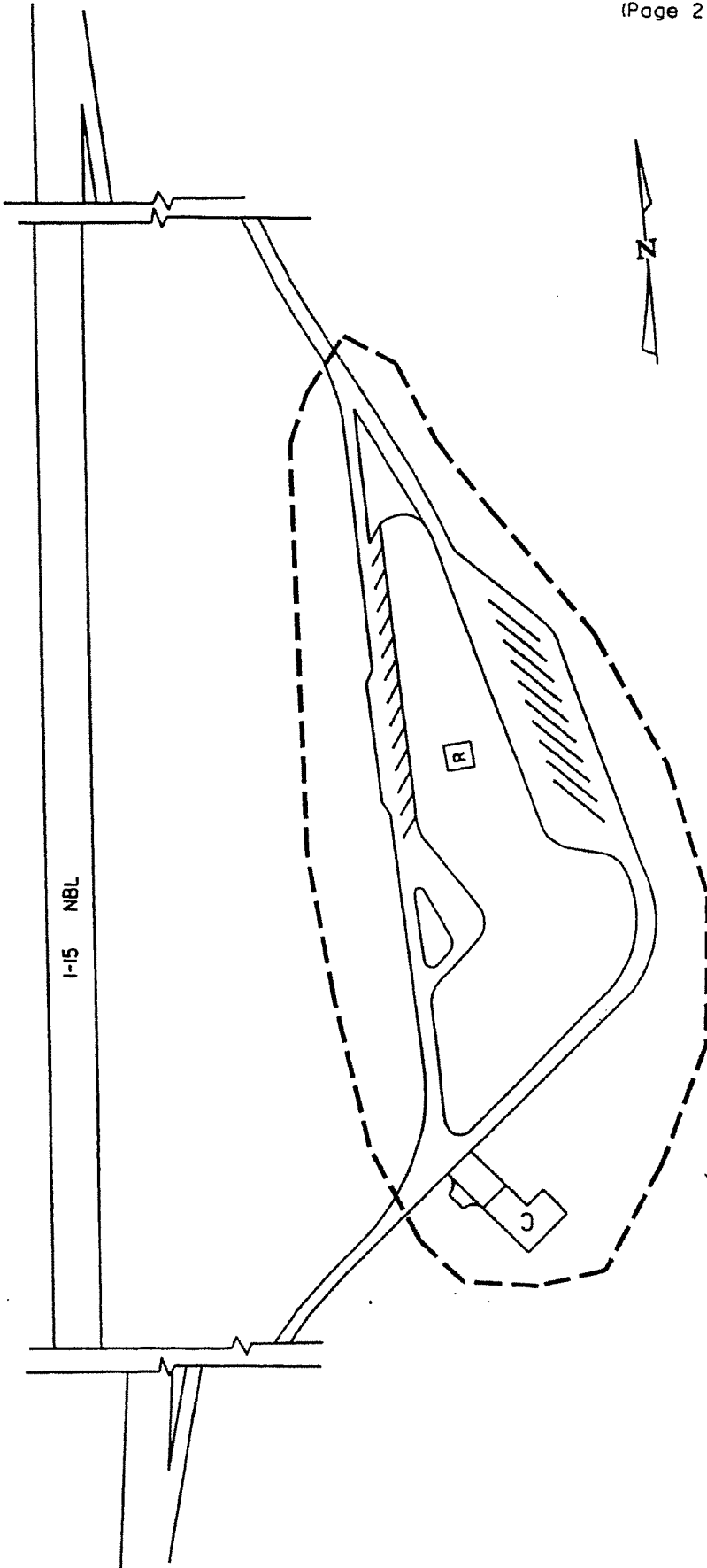


ITD 1767 6-91
Form use : Mtce Projects

EXHIBIT 1
(Page 2 of 3)

CHERRY CREEK
Core Area Map

Rest RoomsR
Caretakers Residence ...C
Core Area - - - - -



f:\Project\mtce\chck_ra.dgn 02/06/2003 02:50:58 PM

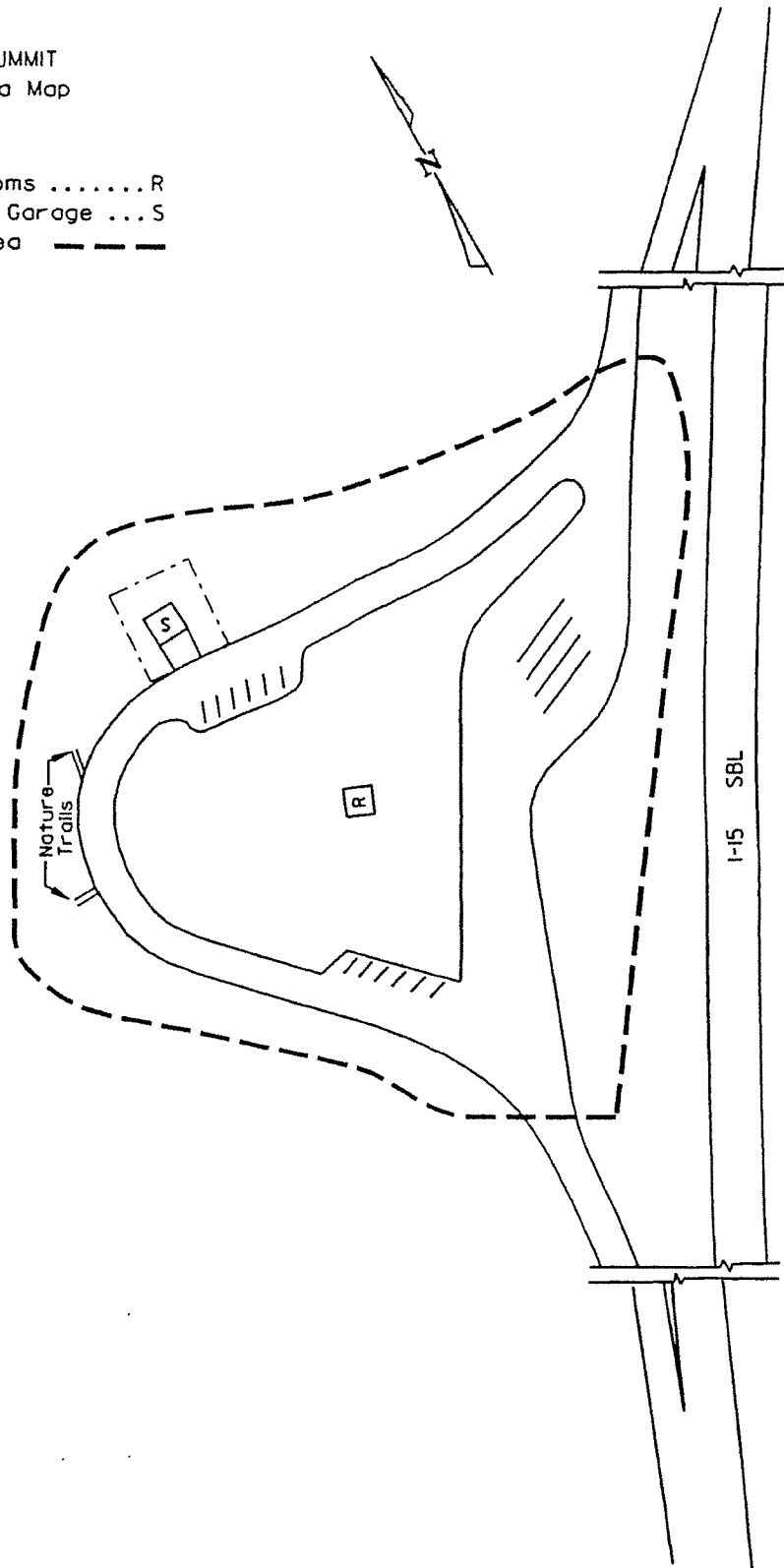


ITD 1767 6-91
Form use : Mtce Projects

EXHIBIT 1
(Page 3 of 3)

MALAD SUMMIT
Core Area Map

Rest RoomsR
Storage Garage ...S
Core Area -----



NOTE: Nature trail and fixtures
shall be part of core area.

**REST AREA MAINTENANCE
DAILY CHECKLIST & LOG**

EXHIBIT II

Rest Area Name & Location _____

NB SB EB WB

	Daily Activities	Comments	Time	
1	Main & Handicap Restrooms		am	pm
	Clean Toilets - Women's Restroom		am	pm
	Clean Toilets & Urinals - Men's Restroom		am	pm
	Clean Sinks, Mirrors & Hand Dryers - Women's Restroom		am	pm
	Clean Sinks, Mirrors & Hand Dryers - Men's Restroom		am	pm
	Clean & Fill Soap Dispenser - Women's Restroom		am	pm
	Clean & Fill Soap Dispenser - Men's Restroom		am	pm
	Clean & Mop Floors & Wash Walls - Women's Restroom		am	pm
	Clean & Mop Floors & Wash Walls - Men's Restroom		am	pm
2	Remove Graffiti (<i>Where?</i>)		am	pm
3	Empty Garbage Containers - Women's Handicap Restroom		am	pm
	Empty Garbage Containers - Men's & Handicap Restroom		am	pm
	Empty Garbage Containers - Outside Area		am	pm
4	Pick Up Litter & Trash Outside		am	pm
5	Clean Picnic Tables & Arbors		am	pm
6	Clean Sidewalks & Plaza Area		am	pm
7	Mow Lawn/Pet Area (<i>Where?</i>)		am	pm
	Rake Lawn (<i>Where?</i>)		am	pm
	Fertilize Lawns		am	pm
8	Check Fire Extinguishers & Emergency Lights		am	pm
9	Check GFCI Breakers		am	pm
	Check Outside Lights		am	pm
			am	pm
			am	pm
			am	pm
			am	pm
			am	pm
			am	pm

Comments: (Lost & Found, Repairs, Vandalism, etc.) _____

(Signed) Contractor's Representative

Date _____

Time _____ (pm)

ITD use only

REST AREA MAINTENANCE INSPECTION REPORT

Date _____ Time _____
 Facility Name/Dist. _____
 Contractor Name/Rep. _____
 Department Rep. _____
 Inspection by. _____

Ratings:
(0) Unacceptable
(1) Poor
(2) Fair
(3) Good
(4) Very Good
(NA) Not Applicable

[illegible]

Sum of Ratings ==>

Sum of Ratings _____ ÷ _____ Number of Items Evaluated = _____ Final Rating Score

Additional Comments: _____

REST AREA REST AREA MAINTENANCE CHECK LIST

Frequency Key: Low Use Period(s)..... October - April
 High Use Period(s)..... May - September & all Holidays

H = 2 x day T = 3 x week S = 2 x month C = 2 x year
 D = daily F = 4 x week M = monthly E = 3 x year
 B = 2 x week W = weekly A = as needed NA = not applicable

Example: Clean Sinks H/A translates to twice per day and more as needed

Frequency

Task - Facilities	Minimum Results Expected	Low Use	High Use
1. <u>Driveways - Parking Lots</u> Pickup and dispose of all litter. Sweep and clean curbs and gutters.	Parking lots and driveways shall be clean of all debris and litter. Curbs and gutters must be clean.	T	D
2. <u>Side Walks</u> Sweep and clean sidewalks. Wash off spilled food, drinks, dirt, sand, etc. Remove snow and ice.	Sidewalks shall be clean of all spills, dust, dirt, sand and of all snow or ice.	D	H/A
3. <u>Garbage Containers</u> Check and replace garbage bags daily to prevent overflow or unsanitary conditions. Check and clean garbage container and lids.	All garbage containers and lids shall be maintained clean and free of dirt and grime. All garbage bags shall be replaced as often as necessary to prevent overflow and or odor.	D	H/A
4. <u>Trees - Shrubs - Lawn</u> Fertilize lawns, trees, shrubs as scheduled. Control undesirable weeds in lawns and/or other areas as required. Prune trees and shrubs as required. Edge lawns, curbs and sidewalks as required. Pick up debris, litter and trash. Treat trees and shrubs when they show symptoms of insect or disease damage. Consult with experts if in doubt.	All lawns, trees, shrubs and landscaped areas shall have a neat, healthy and well maintained appearance. All debris, trash and litter in these areas will be picked up at all times and disposed of. All trees and shrubs shall be healthy and well maintained and not suffer from insect and disease damage	C/A	C/A
5. <u>Natural Areas/Wild flower Beds</u> Clean up all litter and trash. Control all noxious weeds. Clean and remove all undesirable weeds. Control and treat all noxious weeds. Replant or seed wild flowers as required. Clean up and remove all litter and trash and dispose.	Native characteristics shall be preserved and enhanced. All noxious weeds shall be controlled. Area must be litter and trash free. Wild flower beds and area shall be preserved and maintained to enhance the rest area. All noxious weeds shall be controlled. Wild flower beds must be free of litter and trash.	A	A
6. <u>Grassy Areas (Pet Areas)</u> Mow and edge the grassy area. Mow when growth exceeds 4 inches (100 mm). Pick up and dispose of all litter and trash. Trim excessive growth as required.	All grassy (pet) areas shall be neat and clean and be free of excessive vegetative growth and free of any litter, pet waste, and trash.	W	W/A
7. <u>Gravel or Other Blanketed Areas</u> Keep gravel areas clean and clear of any vegetation. Pick up and dispose of all trash and litter. Keep area properly covered with material.	All graveled or blanketed areas shall be weed free, neat and free of any litter and trash.	A	A

Task - Facilities	Minimum Results Expected	Low Use	High Use
<u>8. Building Exterior</u> Clean walls, doors, entryway, and windows. Sweep down cobwebs. Remove graffiti. Keep gutters free of debris, leaves and needles.	Clean and neat appearing building exterior free of cobwebs, dirt and grime.	D	D/A
<u>9. Picnic Tables – Arbors</u> Clean and scrub all table tops and benches with soap and water that will clean and sanitize. Wash ceilings, walls and post as required. Wipe dry. Remove or paint over all graffiti immediately.	All picnic tables, arbors and floors shall be neat, clean and the area free of trash and litter. Cobwebs shall be removed daily. No graffiti will be visible.	A	H/A
<u>10. Information Signs/Kiosk</u> Clean and wash Plexi-glass with appropriate cleaner. Wiped clean. Sweep down all cobwebs and dust. Pick up and dispose of all trash and litter. Clean wooden benches with soap and water. Rinse and wipe them dry.	Information signs and Kiosk must be clean and free of cobwebs, litter, dust, and graffiti. All frames and displays must be in good shape. Report if displays need attention or repair.	D	D/A
<u>11. Building Interior/ Foyer</u> Sweep and mop area. Wash and scrub with soap and water or appropriate cleaner. Sweep down all cobwebs. Remove or paint all graffiti immediately. Clean entire drinking fountain with antibacterial disinfectant. Wash with soap and water. Rinse and wipe dry. Check faucet for leaks and proper operation. Clean windows inside and out.	Foyer area is clean for public use. Clean and sanitary drinking fountain that operates properly. Walls and ceilings, especially in the corners, shall be free of cobwebs, dirt, grime and graffiti. Fix faucets if leaking. Windows shall be clear and streak free.	A	D
<u>12. Building Interior/ Restroom/ Partitions</u> Mop floor, clean sinks, urinals, toilet stools, partitions and hand dryers/towel dispensers with antibacterial disinfectant cleaner. Remove all graffiti. Clean all partition walls with soap and water with disinfectant. Rinse and wipe dry. Remove and/or paint over all graffiti. Make sure doors operate and lock properly. Check to make sure partitions is sturdy and not damaged.	Restroom area and fixtures are clean and sanitized. Clean and well maintained partitions that are free of dirt, grime and graffiti with doors and all fixtures operate properly.	H	H/A
<u>13. Urinals/ Toilet Stools, Seats and Paper</u> Clean and thoroughly scrub with high-strength detergent containing a deodorant and anti-bacterial agent. Rinse with clean water and wipe dry. Check to see if urinals and toilets flush properly. Check and replace odor blocks. Check to make sure adequate supplies of toilet paper and toilet seat covers are present in the dispensers. At least one-half roll of bio-degradable toilet paper shall be in evidence in each stall.	All surfaces, including exterior of urinal, toilet stool and exposed plumbing, to be free of dust, grime, stains, and finger prints. Toilet paper and toilet seat covers shall be available at all times and never run out. Keep water flow through urinals to keep uric acid from building in traps.	H	H/A

Task - Facilities	Minimum Results Expected	Low Use	High Use
<u>14. Plumbing Fixtures</u> Check for and repair any leaks on flush mechanism, supply and drain lines.	No leaks and urinals and toilets flush properly.	W	D
<u>15. Floors</u> Clean and thoroughly scrub or mop with a high strength detergent containing a deodorant and anti-bacterial agent. Rinse and mop dry. Check to make sure floor drains operate properly and disinfect traps.	Floors, especially next to mop boards and corners, shall be free of dirt and grime. Mop will be replaced or laundered monthly.	H	H/A
<u>16. Sinks</u> Clean and thoroughly scrub with an appropriate cleaner or detergent containing a deodorant and anti-bacterial agent. Rinse with clean water and wipe dry. Check to see if faucets and drain operates properly.	All surfaces, including exterior of sink, shall be free of dust, grime, stains and finger prints. Faucets and drains shall operate properly.	H	H/A
<u>17. Mirrors</u> Clean thoroughly with a high strength detergent containing a deodorant and anti-bacterial agent that will not scratch mirrors. Rinse and wipe dry. Remove all graffiti.	All surfaces of the mirror shall be clean, and functional, and free of dust, dirt, stain, grime and finger prints. No graffiti will be present or visible.	H	H/A
<u>18. Hand Dryers/Soap Dispenser</u> Clean and thoroughly scrub with a high strength detergent containing a deodorant and anti-bacterial agent. Rinse and wipe dry. Check to see if hand dryer operates safely and properly. Check to see if soap dispenser has adequate supply of soap and operates properly.	All surfaces of the hand dryer and soap dispenser shall be clean and free of all dust, dirt, grime, stains and fingerprints. Hand dryer and soap dispenser shall operate safely and properly at all times. Soap dispenser shall have adequate supply of soap at all times. Vacuum air intake vents on hand dryers monthly	H	H/A
<u>19. Heating -Air Exchange</u> Check all filters, ducts, grills, and vents to insure heating and air conditioning systems are operating properly. Oil all bearings and other moving parts as required	Desired temperatures are 50 to 65 degrees in the winter and 65 to 80 degrees in the summer. The air exchange capacity shall meet code requirements of every 15 minutes. Replace filters. Clean grills and ducts.	M	M/A
<u>20. Rest Room - Exterior - Kiosk Lighting and Sky Lights</u> Clean all light fixtures with a damp cloth. Replace all bulbs immediately when burnt out. Remove all cobwebs and dead insects, and clean lens.	All lights shall be clean, free of cobwebs and operating properly at all times. Sky lights shall be free of cobwebs and dust.	A	M
<u>21. Cigarette Butt Receptacles</u> Clean cigarette butt receptacles. Remove and dispose of all cigarette butts and trash. Replace sand as required.	Neat and clean cigarette butt receptacles.	D	H
<u>22. Mechanical Room</u> Keep mechanical room clean, organized and free of clutter. Keep up-to-date MSDS sheets on all cleaning products in a visible place and easily accessible in case of emergency. Check fire extinguishers. Check and refill first aid kit.	All mechanical rooms shall be free of clutter, dirt and cobwebs. Fire extinguisher and first aid kits shall be full and ready in case of emergency. Test emergency lighting.	M	M

Task - Facilities	Minimum Results Expected	Low Use	High Use
<u>23. Steam Clean/Hot Water Wash</u> Use steam cleaner or hot water wash to thoroughly wash down walls, partitions, stools, urinals, sinks and floors to remove stains, dirt and grime.	Steam cleaning or hot water wash shall be necessary to sterilize, disinfect and thoroughly clean the rest rooms. This cleaning shall be done during low-use periods.	M	M
<u>24. Caretaker Appearance – Uniform</u> The caretaker shall wear a uniform or ID badge provided by the contractor while on duty which displays the contractor's and employee's name.	Caretaker and contractors employees shall be neat and clean at all times. Employees shall be friendly and courteous to rest area users. Employees shall wear uniform or I.D. badge at all times while working within rest area complex.	D	D
<u>25. Record Keeping/ Daily Log / Time Clock</u> The caretaker shall check in and out using time clock provided. Keep daily logs listing activities completed. Enter unusual or required information (i.e. repairs, lost and found articles, accidents, vandalism, etc). Keep the daily log in the mechanical room.	Daily time sheet, logs and records shall be maintained daily and available for ITD inspection. Daily time sheet, log and records will be collected monthly by ITD.	D	D
<u>26. Public Telephones</u> Clean and sanitize public phones/booths. Report operational problems to telephone company and ITD.	All public telephones shall be neat, clean and free of stains, dust and finger prints.	D	D/A
<u>27. Irrigation System</u> Monitor, test and service irrigation system to assure that timely and proper coverage of irrigation water is taking place. Replace and/or repair sprinkler heads and broken lines as required. Adjust sprinkler heads for proper pattern and height.	The lawn shall appear green, healthy, well kept and be irrigated on a regular basis. Mowed weekly during growing period.	NA	W/A
<u>28. Residence (If applicable)</u> Follow contract guidelines to care for rest area residence. Residence will be inspected as scheduled to verify compliance to contract.	Maintaining the residence, yard and landscaping in a neat and clean manner.	E	E

REST AREA MAINTENANCE INSPECTION SCORE DEFINITIONS

Checklist Item #	Definition of "UNACCEPTABLE" (0)	POOR (1)	Definition of "FAIR" (2)	Definition of "GOOD" (3)	Definition of "EXCELLENT" (4)
1	A large amount of litter is present and easily observed.		A large amount of small litter is present, such as gum or candy wrappers.	A minor amount of litter is present.	No litter is observed.
2A Ice/Snow	Walks are completely obstructed by snow/ice.		Ice/snow patches exist on the sidewalk, but a path to the building still remains.	Walks are shoveled and de-icers applied, some ice spots remain.	<u>Entire width</u> of sidewalk is bare and open for use.
2B Spills	All sidewalks have many spots visible.		Main sidewalks into buildings have some spots.	Main sidewalks into buildings have no spots.	No spots are evident on any sidewalk.
3	Garbage cans are overflowing, lids are soiled and bad odor is present.		Cans are full and containers soiled and bad odor present.	Garbage receptacles are less than half full, containers may be soiled but lids are clean and no odors.	Garbage receptacles are less than half full, containers and lids are clean and no odors.
4A Litter	A large amount of litter is present and easily observed around and in trees and shrubs.		A large amount of small litter is present and easily observed around and in trees and shrubs.	A minor amount of small litter is present and easily observed around and in trees and shrubs.	No litter is observed.
4B Trees & Shrubs	Plants have dead spots, with major weed infestation.		Plants appear healthy, need major trimming, some weeds are present.	Plants appear healthy, need minor trimming, no weeds are present.	Plants are healthy, neatly trimmed, and no weeds are visible.
4C Lawns	Grass overgrown, dead spots and weeds present. Large amount of trash present.		Mowed weekly. Pet waste present. Grass trimming remaining on lawn area.	Mowed and trimmed weekly to maintain neat appearance. Minor amount of small litter present. Fertilized as scheduled.	Mowed, trimmed and edged weekly to maintain neat appearance. No litter present.
5A Litter	A large amount of litter is present and easily observed around natural areas.		A large amount of small litter is present and easily observed around natural areas.	A minor amount of small litter is present and easily observed around natural areas.	No litter is observed.
5B Natural Areas	Plants have dead spots, with major weed infestation.		Plants appear healthy, need major trimming, weeds are present.	Plants appear healthy, need minor trimming, small amount of weeds are present.	Plants are healthy, neatly trimmed, and no weeds.
6 Pet area	Grass is overgrown, needs trimmed		Grass needs trimmed and large	Grass is mowed and trimmed with	Grass is trimmed and no litter is

REST AREA MAINTENANCE INSPECTION SCORE DEFINITIONS

Checklist Item #	Definition of "UNACCEPTABLE" (0)	POOR (1)	Definition of "FAIR" (2)	Definition of "GOOD" (3)	Definition of "EXCELLENT" (4)
	and large amount of litter is visible. Large amount of pet waste present.		amount of small litter is visible. Small amount of pet waste present.	minor amount of small litter is visible. Pet waste collected weekly.	visible. Pet waste collected daily.
	A large amount of litter is present and easily observed. Weeds are over grown and unsightly.		A large amount of small litter is present and easily observed. Some weeds present.	A minor amount of small litter and weeds are present and easily observed but collected on a regular basis. Weeds are sprayed as scheduled.	No litter or weeds are observed.
7	Building exterior is very dirty, has not been painted or stained, door/entranceway is dirty, large amount of graffiti is visible.			Building exterior is clean, has been painted or stained, door and entranceway is clean, minor amount of graffiti is visible in obscure places.	Building exterior is clean, has been painted or stained, door and entranceway is clean, no graffiti is visible.
8	Arbors and tables are dirty, large amount of graffiti and garbage is visible.		Arbors and tables are clean, minor amount of graffiti is visible.	Arbors and tables are cleaned daily as scheduled, minor amount of graffiti is visible in obscure places.	Arbors and tables are cleaned as scheduled, no graffiti or garbage is visible.
9	Signs/Kiosks are visibly dirty, large amount of graffiti and garbage is visible.		Signs/Kiosks are clean with some spots, small amount of graffiti and garbage is visible.	Signs/Kiosks are clean, minor amount of graffiti and garbage is visible in obscure places.	Signs/Kiosks are clean, no graffiti or garbage present.
10	Floors and windows dirty, large amount of litter and graffiti visible. Walls and ceilings are dirty, cobwebs present.		Floors, windows, walls and ceilings are clean, minor amount of graffiti and garbage visible.	Floors mopped daily, walls windows, and ceilings are cleaned as scheduled, small amount of graffiti and garbage present in obscure places.	Floors mopped daily, walls and ceilings are cleaned as scheduled, no graffiti present. Windows spotless.
11	Floors and walls dirty, large amount of litter and graffiti visible.		Floors and walls clean; some small litter present and minor amount of graffiti visible.	Floors and walls clean, some small litter present and minor amount of new graffiti visible in obscure places.	Floors and walls clean, no litter or graffiti visible.
12					
13	Door(s) will not close or lock, urinals, stools and seats are dirty and loose, scratches in paint and large amount of graffiti is visible. Toilet roll and seat cover dispensers are empty, dirty with large amount of graffiti		Door(s) will close or lock but need adjusting, urinals, stools and seats are clean with no scratches small amount of graffiti is visible. Toilet roll and seat cover dispensers are less than ½ full, clean with small amount of old graffiti.	Door(s) will close and lock properly, are clean with no scratches and small amount of graffiti is visible. Toilet roll and seat cover dispensers have ½ roll or more, clean with small amount of new graffiti.	Door(s) will close and lock properly, are clean with no scratches and/or graffiti. Toilet roll and seat cover dispensers have ½ roll or more, are clean and no graffiti

REST AREA MAINTENANCE INSPECTION SCORE DEFINITIONS

Checklist Item #	Definition of "UNACCEPTABLE" (0)	POOR (1)	Definition of "FAIR" (2)	Definition of "GOOD" (3)	Definition of "EXCELLENT" (4)
14	Pipes and flushers leak. Flushers not operating properly. Urinals, wash basins, and/or toilets overflowing.			Plumbing fixtures and pipes do not leak and are checked and repaired as scheduled. Most flushers operate properly.	Plumbing fixtures and pipes do not leak and are checked and repaired daily. All flushers operate properly fixtures drain properly.
15	Floors are dirty, large amount of litter visible, large stains visible, tiles are broken and some tiles are missing.		Floors are clean, small amount of litter visible, small stains visible, tiles are broken from.	Floors are cleaned daily, small amount of litter visible, no stains visible, no tiles are broken.	Floors are mopped and cleaned daily, no litter or stains visible, no tiles are broken or missing.
16	Sinks don't operate properly, stained and dirty.		Sinks operate properly, stained and dirty.	Sinks operate properly, cleaned and disinfected as scheduled, minor stains visible.	Sinks operate properly and are cleaned and disinfected as scheduled with no stains.
17	Mirrors are dirty, scratched with large amount of graffiti.		Mirrors are clean, but scratched with small amount of graffiti.	Mirrors are cleaned as scheduled, with small amount of new graffiti.	Mirrors are cleaned as scheduled, with no graffiti.
18	Hand dryers don't operate, are dirty. Soap dispensers don't operate or are empty or leak and are dirty with large amount of graffiti.		Hand dryers & Soap dispenser operate, but are dirty. Large amount of graffiti visible.	Hand dryers & Soap dispenser operate properly, some spots. Minor amount of new graffiti.	Hand dryers & Soap dispenser operate and are clean and in good repair. No graffiti. Hand dryer screens cleaned.
19	HVAC system is not operational, routine maintenance is neglected, filters plugged and need changed or missing.		HVAC system is operational, minimal routine maintenance is performed, comfortable air temperatures not maintained, with some unpleasant odors.	HVAC system is operational, routine maintenance is performed; Filters are clean and properly installed, comfortable air temperatures maintained.	HVAC system is operational, routine maintenance is performed as scheduled, good air movement and comfortable air temperatures maintained at all times with no unpleasant odors.
20	Lighting elements and fixtures are dirty, dead bugs present inside fixtures, most of light bulbs not working.			Lighting elements and fixtures are cleaned as scheduled, 1 or 2 light bulbs not working.	Lighting elements and fixtures are clean, all lights and controls working. No bugs in lenses.
21	Butt receptacles are dirty, stained, full and unsightly.			Butt receptacles are cleaned as scheduled, small litter present. Minor amount of new graffiti and/or stains.	Butt receptacles are cleaned as scheduled, no stains, litter and graffiti present.
22	Mechanical room is not clean and cluttered, inventory not stored on selves.			Mechanical room is clean, no clutter, inventory stored on shelves and kept orderly.	Mechanical room is clean, inventory neatly stored on shelves. No excess bulk supplies.

REST AREA MAINTENANCE INSPECTION SCORE DEFINITIONS

Checklist Item #	Definition of "UNACCEPTABLE" (0)	POOR (1)	Definition of "FAIR" (2)	Definition of "GOOD" (3)	Definition of "EXCELLENT" (4)
23	Facilities that require cleaning are not cleaned as scheduled.			Facilities are cleaned as scheduled.	Facilities are cleaned as scheduled every 3 months.
24	Contractor and/or employees don't wear uniform or identification badge. Appearance is dirty and unsightly.			Contractor and/or employees wear approved uniform or identification badge and be visible at all times. Are neat and clean in appearance.	Contractor and/or employees wear approved uniform and visible identification badge. Are neat and clean in appearance.
25	No daily log is written or little information is recorded on cleaning and maintenance activities. Time clock is not used. Logs are removed from mechanical room.			Daily log is written with pertinent information recorded on cleaning and maintenance activities. Time clock is used.	
26	Public Telephones are dirty, large amount of graffiti visible.			Public Telephones are cleaned daily, minor amount of new graffiti visible.	Public Telephones are cleaned and wiped daily, no graffiti.
27	Irrigation System is not working properly, general maintenance not performed; sprinkler heads not adjusted, dead areas in lawns.			Irrigation System is working properly and general maintenance performed; no dead areas in lawns.	

* If no description is given under score definition the inspector is still allowed to use them at their discretion.

Water Supply System

1. Take water samples in accordance with Department of Health procedures and deliver them for testing within the required time period. Furnish the Department with the test results.

Heating and Cooling

1. Have furnace checked and serviced once each fall.
2. Change filter(s) at least every month. Clean frequently.
3. Clean vents at least once each month.

Irrigation System

1. Check program controllers each week.
2. Visually check for proper coverage while in operation through each zone weekly.
3. Totally drain the system and prepare it for winter each fall before it freezes. Normally at this location this should be done before November 1st. This will require the use of compressed air to blow all water out of the system. The Maintenance Foreman is to be contacted prior to starting this winterization.
4. Activate the system each spring. Fill main lines slowly with provision for air escape. Check thoroughly for leaks. An unusually wet area developed over time indicates a small leak.

NOTE: Any damages as a result of failure to carry out any of the duties listed above in a proper manner or at the proper time shall be corrected and repaired at Contractor's expense.

Landscape and Lawn Care

Fertilizer shall be applied to the total lawn area at the following rates and schedule.

1. In April, apply 6.2-lbs./1000 sq. ft. of Simplot Turf Supreme (16-6-8) or approved equal.
2. In September, apply 4.8-lbs./1000 sq. ft. of Simplot Turf Gold (12-3-5) or approved equal.

MAJOR MAINTENANCE AND REPAIRS

EXHIBIT V

Typical Contractor responsibilities and duties shall include, but are not limited to, the following (this work needs approval by Maintenance Engineer or his agent):

Toilet

1. Replace stool
2. Repair and/or replace partitions, doors and hardware
3. Replace wax ring
4. Repair and/or replace flush valve
5. Gaskets on flusher assembly
6. Spud Gasket

Urinal

1. Replace urinal
2. Repair and/or replace flush valve
3. Spud Gasket

Sink

1. Replace sink
2. Repair and/or replace faucets

Doors

1. Strip and paint
2. Replace push plates, kick plates and door pulls

Fixtures – Repair or Replace:

1. Soap and paper dispensers
2. Air heating-exchange system (Replacement to be responsibility of the ITD)
3. Electric hand dryer (Obtain replacements from ITD with exchange)
4. Hose bibs
5. Plumbing
6. Drinking fountains
7. Mirrors
8. Flagpole rigging
9. Electrical and lighting (accept high-level parking lot lights)
10. Information signs

Painting

1. Restroom ceiling
2. Woodwork on arbors and buildings
3. Information signs

Buildings and Arbors

1. Repair roof
2. Replace or re-grout ceramic tile
3. Refinish table tops (where applicable)

Heating and cooling

1. Change filters monthly
2. Clean vents monthly

Landscape and lawn Care

1. Fertilizer shall be applied to the total lawn area according to ITD rate and schedule.

**IDAHO TRANSPORTATION DEPARTMENT (ITD)
REST AREA RESIDENCE
PROPERTY LEASE AGREEMENT**

1. TERM

The term of occupancy of the Residence shall commence on first day of the contract term and shall end at such time as the contract term or upon termination of said Contract Agreement by the State of Idaho, Idaho Transportation Department due to poor or undesirable performance.

- Term of Contract shall be for one year commencing _____, 2009 with the option to renew for three additional one year terms upon the mutual agreement between the Contractor and the Department. on the date of termination of Contractor's contract with ITD

2. DAMAGE/SECURITY DEPOSIT

There is no damage or security deposit due on the Residence. Contractor's performance bond shall be liable for any costs due ITD by Contractor as a result of damage to the Residence during the contractual period between Contractor and ITD.

3. USE OF RESIDENCE

The Residence shall be used and occupied by Contractor and/or Contractor's designated employee, exclusively, as a private single family dwelling, and no part of the Residence shall be used at any time during the term of this Agreement by Contractor for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Contractor shall not allow any other person, other than Contractor's or Contractor's designated employee's immediate family or transient relatives and friends who are guests in the Residence, to use or occupy the Residence without first obtaining ITD's written consent to such use. Contractor shall, and shall require that Contractor's designated employee, comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Residence.

4. CONDITION OF RESIDENCE

ITD and Contractor shall, within five (5) days of the date of occupancy, shall jointly inventory the Residence, and each shall sign a written record of the condition of the Residence, furnishings and appliances, in substantially the form as attached hereto as Exhibit A.

5. ASSIGNMENT AND SUB-LETTING

Contractor shall not assign, sub-let or grant any license to use the Residence to any person other than Contractor or Contractor's designated employee. Any such assignment, sub-letting or license or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at ITD's option, constitute a default of the Contract.

6. ALTERATIONS AND IMPROVEMENTS

Contractor shall make no alterations to the buildings or improvements on the Residence or construct any building or make any other improvements on the Residence without the prior written consent of ITD. Any and all alterations, changes, and/or improvements built, constructed or placed on the Residence by Contractor shall, unless otherwise provided by written agreement between ITD and Contractor, be and become the property of ITD and remain on the Residence at the expiration or earlier termination of this Agreement.

7. HAZARDOUS MATERIALS

Contractor shall not keep on the Residence any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Residence or that might be considered hazardous or extra hazardous by any responsible insurance company or classified as such by any governmental agency or subdivision.

8. UTILITIES

Contractor shall be responsible for arranging for and paying for all utility services supplied to or required by the Residence, and shall provide proof that Contractor has made all necessary arrangements for direct billing of such utilities prior to the move in date. All utilities shall be transferred for the Term of the Contract, beginning on the first day of the term of the Contract, and terminating on the last day of the Contract.

9. CONTRACTOR'S RESPONSIBILITIES:

9.1 RULES

Contractor will, at its sole expense, keep and maintain the Residence and appurtenances in good and sanitary condition and repair during the initial term of the Contract and any renewal thereof. Without limiting the generality of the foregoing, Contractor, and Contractor's employees shall:

- Comply with all laws and rules imposed by any governmental entity for the protection of health and safety.
- Keep the Residence in clean and safe condition.
- Use all electrical, plumbing, sanitary, heating, ventilation, and air conditioning and elevator systems for their intended purposes and in a reasonable manner.
- Be responsible for any damage caused to the Residence; caused by any act or omission of Contractor or persons or animals in the Residence if present with the express or implied consent of Contractor, including any employee of Contractor.
- Ensure that neither Contractor nor any of Contractor's guests' licensees, invitees or other persons or animals present in the Residence with the express or implied consent of Contractor shall engage in any activity or conduct that will disturb the quiet and peaceful enjoyment of the Rest Area by members of the public.
- Ensure that neither Contractor nor Contractor's designated employee shall obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- Ensure that all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
Ensure that no laundry, clothing, sheets, etc., are hung from any window, rail, porch or balcony nor air dry any of same within any yard area or space visible to the travelling public;
- Ensure that no locks or hooks are placed upon any door or window without the prior written consent of ITD
- Ensure that all air conditioning filters are kept clean and free from dirt;
- Ensure that all lavatories, sinks, toilets, and all other water and plumbing apparatus in the Residence are kept in good order and repair and used only for the purposes for which they were constructed. Contractor shall ensure that no sweepings, rubbish, sand, rags, ashes or other substances are thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Contractor;

- Ensure that all radios, television sets, stereos, phonographs, etc., are turned down to a level of sound that does not annoy or interfere with members of the public using the rest area.
- Ensure that all trash, garbage, rubbish or refuse are deposited in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of Residence or within the Rest Area;
- Abide by and be bound by any and all rules and regulations affecting the Residence or the Rest Area which may be adopted or promulgated by ITD.
- Ensure that no employee, member of the employee's household, guest, or other person under Contractor's or Contractor's employee's control engages in:
 - Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Rest Area by members of the public using the Rest Area; or
 - Any drug-related criminal activity on or around the Residence. Any criminal activity in violation other preceding sentence shall be cause for termination of Contractor's Contract, and eviction from the Residence of Contractor, Contractor's designated employee or any other person residing therein. For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance prohibited by the Idaho Code.
- Ensure that no alterations or repairs or redecorations are made to the interior of the Residence or to the equipment located in the Residence, nor install additional equipment or major appliances without written consent of ITD.
- Give prompt prior notice to ITD, of Contractor's or Contractor's designated employee leaving the Residence unoccupied for any period exceeding one calendar week.
- Not display, use, or allow the unlawful or unauthorized use of any firearms, (operable or inoperable) on or in the Residence.
- Refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of ITD.
- Remove from the Rest Area any vehicles which are inoperable or unlicensed. Automobile repairs are not permitted on the Rest Area site.
- Remove any personal property left in the Residence in the event that the Residence is abandoned or upon surrender of the Residence by Contractor.
- Use reasonable care to keep the Residence in such condition as to ensure proper health and sanitation standards for occupants of the Residence. CONTRACTOR AND/OR CONTRACTOR'S EMPLOYEES SHALL NOTIFY THE IDAHO TRANSPORTATION DEPARTMENT (ITD) PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE RESIDENCE, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Contractor's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.

10. INSPECTION OF RESIDENCE

ITD and ITD's agents shall have the right at all reasonable hours and after reasonable notice to Contractor, during the term of this Agreement and any renewal thereof to enter the Residence for the purpose of inspecting, repairing or providing services to the Residence. ITD may enter the Residence without consent of Contractor in case of extreme hazard involving the potential loss of life or severe property damage. The right of entry shall

likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to Contractor's Contract with ITD or to any restrictions, rules or regulations affecting the Residence.

11. SURRENDER OF RESIDENCE

Upon the expiration of the term hereof, Contractor shall surrender the Residence in as good a state and condition as it was at the commencement of the Contract between Contractor and ITD, reasonable use and wear and tear thereof and damages by the elements excepted. If Contractor fails to surrender the Residence upon the expiration or earlier termination of this Lease despite demand to do so by ITD, Contractor shall indemnify, defend and hold ITD harmless from all loss or liability on account of such failure, including without limitation, any claim made by any succeeding contractor founded on or resulting from such failure to surrender.

12. INDEMNIFICATION

Contractor shall indemnify, defend and hold ITD harmless from any and all claims or assertions of every kind and nature arising out of or in relation to:

- (i) *Personal injuries and property damage;*
- (ii) *Contractor's or Contractor's employee's negligence or willful misconduct;*
- (iii) *Contractor's or Contractor's employee's breach of any obligation in this Agreement.*

IN WITNESS WHEREOF, the parties hereto executed this **REST AREA RESIDENCE PROPERTY LEASE AGREEMENT** the day and year first above written

Contractor's Business Name	
Contractor's Printed Name	Title
Contractor's Signature	Date
Contractor's Employee / Responsible ITD Residence Occupant Printed Name	
Date	
Contractor's Employee / Responsible ITD Residence Occupant Signature	
ITD Representative Printed Name	
Title	
Date	
ITD Representative Signature	